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IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Appellant,

vs.

DOLLAR LOAN CENTER, LLC, a  
domestic liability company,

Respondent.

Case No.: 70002

Electronically Filed  
Sep 28 2016 01:23 p.m.  
Tracie K. Lindeman  
Clerk of Supreme Court

**REPLY TO RESPONDENT DOLLAR LOAN CENTER, LLC'S  
OPPOSITION TO THE LEGAL AID CENTER OF SOUTHERN NEVADA,  
INC.'S MOTION FOR LEAVE TO FILE BRIEF OF AMICUS CURIAE**

LEGAL AID CENTER OF SOUTHERN NEVADA, INC., a Nevada non-profit corporation ("LACSN"), through its attorney, Dan L. Wulz, Esq., Deputy Executive Director of the Legal Aid Center hereby files this Reply to Respondent Dollar Loan Center, LLC's Opposition to the Legal Aid Center of Southern Nevada, Inc.'s Motion for Leave to File Brief of Amicus Curiae (hereinafter, "Reply").

This Reply is made pursuant to Rule 27(a)(4) of the Nevada Rules of Appellate Procedure ("NRAP") and is based upon all other pleadings, papers, and documents on file with the Court, and the following Memorandum of Points and Authorities offered in support of the Reply.

1 DATED this 28<sup>th</sup> Day of September, 2016.

2 **LEGAL AID CENTER OF**  
3 **SOUTHERN NEVADA, INC.**

4 BY: /s/ Dan L. Wulz

5 Tennille K. Pereira, Esq.

6 Nevada Bar No. 12467

7 Barbara E. Buckley, Esq.

8 Nevada Bar No. 03918

9 Dan L. Wulz, Esq.

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11 725 E. Charleston Blvd

12 Las Vegas, NV 89104

13 (702) 386-1475

14 *Attorneys for Proposed Brief of Amicus*  
15 *Curiae In Support Of Appellant*  
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1                                   **MEMORANDUM OF POINTS AND AUTHORITIES**

2           Respondent, Dollar Loan Center, LLC (hereinafter, "DLC") has opposed  
3  
4   Legal Aid Center of Southern Nevada's (hereinafter, "LACSN") Motion for Leave  
5   to File Brief of Amicus Curiae (hereinafter, "Motion") on three grounds, claiming it  
6   was not filed timely, LACSN has no clients directly affected and provides no new  
7  
8   insight into the issues.

9           The Motion was filed timely. Attached hereto as "Exhibit A" is a Notice of  
10   Electronic Filing which indicates the Motion was submitted by LACSN on  
11  
12   September 16, 2016 in compliance with the Order Granting Telephonic Extension.  
13  
14   Document No. 16-27053. The Motion was timely.

15           LACSN has consulted with, advised and is currently representing clients that  
16   will be directly impacted by the outcome in this case. LACSN has consulted with  
17  
18   and advised prospective clients that have been sued after the lower court ruling  
19   below for the types of loans at issue. LACSN presently represents another client  
20  
21   who has been sued on the exact type of loan at issue in this case. The loan was given  
22   by the Respondent herein, DLC. A copy of that loan agreement has been attached  
23  
24   hereto as "Exhibit B". That case is currently pending in Justice Court, Las Vegas  
25   Township as Case No. 16C009965. The named Plaintiff is actually Clark County  
26   Collection Service, LLC instead of DLC. It was filed just nine (9) days after the  
27  
28   lower court denied a motion to stay its order pending appeal. LACSN represents

1 clients who do have a direct interest in this matter.

2 LACSN also believes it important to entertain its Proposed Brief of Amicus  
3 Curiae in Support of Appellant as it argues the interests of the borrowers directly  
4 impacted by the outcome. While Appellant, FID has adequate counsel, LACSN also  
5 has direct experience representing clients through litigation in regard to loans  
6 regulated under the statutory provisions at issue. The FID does not represent the  
7 interests of any borrowers.  
8  
9

10 For the reasons detailed in this Reply and on the basis set forth in the Motion,  
11 Legal Aid Center of Southern Nevada, respectfully requests that this Court GRANT  
12 the Motion and ORDER that the Proposed Brief of Amicus Curiae in Support of  
13 Respondents, be placed on file with this Court.  
14  
15

16 DATED this 28<sup>th</sup> day of September, 2016.

17  
18 **LEGAL AID CENTER OF**  
19 **SOUTHERN NEVADA, INC.**  
20

21 BY: /s/ Dan L. Wulz  
22 Tennille K. Pereira, Esq.  
23 Nevada Bar No. 12467  
24 Barbara E. Buckley, Esq.  
25 Nevada Bar No. 03918  
26 Dan L. Wulz, Esq.  
27 Nevada Bar No. 05557  
28 725 E. Charleston Blvd.  
Las Vegas, NV 89104  
(702) 386-1475

*Attorneys for Proposed Brief of Amicus  
Curiae In Support Of Appellant*

**CERTIFICATE OF SERVICE**

I hereby certify pursuant to NRAP 25(c), that on the 28<sup>th</sup> day of September, 2016, I caused service of a true and correct copy of the above and forgoing **REPLY TO RESPONDENT DOLLAR LOAN CENTER, LLC'S OPPOSITION TO THE LEGAL AID CENTER OF SOUTHERN NEVADA, INC.'S MOTION FOR LEAVE TO FILE BRIEF OF AMICUS CURIAE** pursuant to the Supreme Court Electronic Filing System, and by first class United States mail, postage prepaid, Las Vegas, to the following:

Patrick J. Reilly, Esq.  
Joseph G. Went, Esq.  
Nicole Lovelock, Esq.  
Holland & Hart  
9555 Hillwood Dr.  
Las Vegas, NV 89134

Adam Paul Laxalt  
Attorney General  
Vivienne Rakowsky, Esq.  
Deputy Attorney General  
State of Nevada  
555 East Washington Ave., suite 3900  
Las Vegas, NV 89101

/s/ Rosie Najera  
An employee of Legal Aid Center of Southern  
Nevada, Inc.

# EXHIBIT A

## Rosie Najera

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**From:** efilng@nvcourts.nv.gov  
**Sent:** Monday, September 19, 2016 11:12 AM  
**To:** Rosie Najera  
**Subject:** Acceptance of Electronic Document. STATE, DEPT. OF BUS. AND INDUS., FIN. INST. DIV. VS. DOLLAR LOAN CTR., LLC. No. 70002.

**AmicusStatus:** Ignored  
**AmicusTimeEntry:** Yes

### ACCEPTANCE OF ELECTRONIC DOCUMENT SUBMITTED FOR FILING

**Case Title:** STATE, DEPT. OF BUS. AND INDUS., FIN. INST. DIV. VS. DOLLAR LOAN CTR., LLC  
**Docket Number:** 70002  
**Case Category:** Civil Appeal  
**Submitted by:** Dan L. Wulz  
**Date Submitted:** Sep 16 2016 05:15 p.m.  
**Official File Stamp:** Sep 19 2016 11:12 a.m.  
**Document Category:** Motion  
**Document Title:** The Legal Aid Center of Southern Nevada, Inc.'s Motion for Leave to File Brief of Amicus Curiae  
**Filing Status:** Accepted and Filed

This notice was automatically generated by the electronic filing system. Do not respond to this email. If you have any questions, contact the Nevada Supreme Court Clerk's office at 775-684-1600 or 702-486-9300.

# EXHIBIT B



**DOLLAR LOAN CENTER**  
**INSTALLMENT LOAN AGREEMENT & DISCLOSURE STATEMENT**

Loan Date: 10/21/2013	Loan #: 1259408	Loan Amount: \$1,700.00	Maturity Date: 01/09/2015
Borrower: Jesus Macias		SSN: [REDACTED]	
Address: [REDACTED]			
Co-Borrower:		SSN:	
Address:			

This is our Agreement with you regarding your loan with us. **You should read it carefully before you sign it.**

**Definitions.** Certain words used in this Agreement have special meanings. The word "Agreement" means this Installment Loan Agreement & Disclosure Statement. The words "you" and "your" mean the person(s) signing this Agreement. The words "we", "us" and "our" mean Dollar Loan Center, 625 N Lamb Blvd Ste 110, Las Vegas, NV 89110, 702-452-2028. The word "loan" means the installment loan that is described and governed by this Agreement. The word "Card" means a prepaid debit card or other stored value card issued to you. The "Funding Date" is the anticipated date that your loan proceeds will be deposited to your bank account, funded to your Card or made available in cash at our store. The words "Business Day" mean Monday through Saturday, excluding holidays. The boxed-in disclosures below are part of the terms and conditions of your agreement with us.

<b>Itemization of Amount Financed of</b>	<b>\$1,700.00</b>
1. Amount given to you directly	\$585.77
2. Amount paid on your account with us	\$1,114.23
3. Total amount financed (1+2)	\$1,700.00

<b>ANNUAL 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
197.06%	\$2,794.76	\$1,700.00	\$4,494.76

**Your payment schedule will be:**

<b>Number of Payments</b>	<b>Amount of Payments</b>	<b>When Payments are Due</b>
1	\$140.46	11/01/2013
30	\$140.46	Every 14 days, beginning 11/15/2013
1	\$140.50	01/09/2015

**Prepayment.** If you pay off early, you will not have to pay a penalty.

See the terms and conditions below for additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

**Promise to Pay.** You promise to pay us the "Loan Amount" amount shown above ("principal"), together with interest as provided in this Agreement.

**Interest Rate.** You agree that we will earn interest on the principal balance at a rate of 197.60 percent per annum (197.60%) (the "Interest Rate") from the Funding Date until paid in full. Interest is computed on an actual/365 simple interest basis. This means that interest is computed by dividing the annual Interest Rate by 365, multiplying that number by the outstanding principal balance, and multiplying that number by the number of days the principal balance is outstanding. Interest will not accrue after the maturity date.

**Getting Your Loan Proceeds.** You may elect to receive your loan proceeds by direct deposit into your bank account, by credit to your Card, or in cash.

**Direct Deposit.** For online loans, if you elect to receive your loan proceeds by direct deposit, we will deposit the "Amount Given To You Directly" (as shown above) into your bank account electronically using an Automated Clearing House (ACH) credit entry. If we receive and approve your loan request before 6:00 pm Central Time on a Business Day, the Funding Date will be our next Business Day. If we receive and approve your loan request after 6:00 pm Central Time on a Business Day, the Funding Date will be the Business Day after our next Business Day. Your loan proceeds will be available to you on or after the Funding Date, depending on your bank's business days and funds availability schedule.

**Credit to Your Card.** If you elect to receive your loan proceeds by a credit to your Card, we will fund your Card with the "Amount Given To You Directly." Your Card will be funded within approximately one hour after we approve your request. You acknowledge that our funding of the Card (and your use of the Card) is a separate transaction from your loan and will not affect your obligations under this Agreement. Your use of the Card and any fees associated with the Card are subject to your agreement with the Card issuer.

**In Cash at Our Store.** If you elect to receive your loan proceeds in cash, we will pay you the "Amount Given To You Directly" in cash.

**Making Payments.** You agree to make payments of principal and interest in accordance with the payment schedule shown above without prior demand, notice or claim of set off. Your last payment will be due on the maturity date and must include all principal and all accrued interest not yet paid. We credit each payment as of the Business Day we actually receive it, even if the payment is scheduled for a Sunday, legal holiday, or other date on which we are not open for business. Payments must be made in cash or by certified check, money order, debit card, credit card or automated clearing house ("ACH") payment. If you provide us (and we accept) a Visa or MasterCard check, debit card, credit card or account number (collectively the "Payment Card"), you authorize us to charge, submit and collect the amount due to us through the Payment Card. We may submit these charges to your Payment Card one or more times until the total amount owed to us is paid in full. We may make withdrawals and/or submit charges to your Payment Card in any order we choose until we have received payment in full.

**Applying Payments.** We will apply all payments we receive first to accrued interest, then to principal.

**Prepayment.** You may prepay your loan in full or in part at any time and with no additional charge. If you prepay your loan in full, you will not have to pay a penalty. However, if you default, you may be required to prepay the entire unpaid balance of your loan in-full immediately.

**Optional Grace Period.** If you miss a payment or pay less than the full amount of any installment when due, we may, solely at our option, grant you a grace period during which you must pay the remaining unpaid amount of such installment. The grace period will expire 60 days from the due date of the missing payment. During any grace period, we will continue to earn interest on the unpaid principal balance of your loan as described above. However, if the grace period extends past the maturity date of this loan, interest will not accrue after the maturity date.

**Right to Cancel.** You may cancel this loan without paying any finance charge. If you received your loan proceeds by direct deposit or credit to your Card, call us at 702-452-2028. We must receive your call no later than 6:00 p.m. Central Time on the fifth day after the Funding Date. We will debit your bank account or Card for the amount of the loan proceeds. If you received your loan proceeds in person at our store, you must return all cash or any check we gave you. We must receive the cash or check at the address shown above no later than close of business on the fifth day after the Funding Date. If (i) you fail to call us on time, (ii) you have insufficient funds available on your Card, (iii) the debit request is returned to us unpaid, or (iv) we do not receive the cash or check on time as described in this paragraph, your loan will not be cancelled, and you will remain obligated to make payments as described above.

**Nonpayment and Default.** You will be in default under this Agreement if you fail to make any payment in the required amount on the required due date and following the expiration of any grace period which we elect to extend to you, if applicable.

**Our Rights Upon Default.** If you default, we may take any of the following actions to the extent allowed by applicable law: (1) accelerate your loan and require you to pay immediately the entire unpaid principal balance and all accrued interest; (2) make electronic withdrawals from your bank account as described below; (3) charge you a fee of up to \$25 for any ACH payment that is returned because your account is closed or has insufficient funds; (4) assign to any third party for collection (including an affiliate of ours) any or all of our rights under this Agreement, and (5) exercise any other right or remedy allowed by law and this Agreement.

## \* Electronic Payment Authorization

*You authorize us to debit your bank account:* If you default, or if you have elected to repay your loan via ACH debit, you authorize us to make electronic withdrawals from your bank account for all amounts due under this Agreement. We will make these withdrawals using ACH debits. Your authorization for us to make withdrawals will remain in effect until we receive written notice from you revoking that authority and until we have had a reasonable opportunity to act on your notice. You understand that you are obligated to make all payments under the Agreement, even if you revoke your authority for electronic withdrawals. You agree that we will have no liability to you or any third party for any withdrawal made under this Authorization.

*Amount of each withdrawal:* The amount of each withdrawal may include (1) any payment due under the payment schedule (reduced by any partial payments we have received), (2) returned payment charges, and (3) any amounts owing if you default and your loan is accelerated. You agree that the amount of each withdrawal may vary, ranging from \$10 to the total of all amounts described in the preceding sentence. You understand that you have a right to receive notice of any withdrawal that varies in amount from a prior withdrawal, but you are electing to receive notice only when a withdrawal falls outside that range.

*Timing of each withdrawal:* You authorize us to make withdrawals on each scheduled payment due date and on or about each of your paydays, as shown on our records.

**Credit Reporting.** You authorize us to make inquiries concerning your credit history and standing with at least one major credit reporting agency. We will report information concerning your performance under this Agreement to one or more major consumer reporting agencies. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**Credit Counseling.** We participate in good faith with a credit counseling agency that is accredited by the Council on Accreditation for Service for Families and Children, Inc. (or its successor), and a member of the National Foundation for Credit Counseling (or its successor).

**Telephone Calls.** We call our customers from time to time to provide live or pre-recorded messages about due dates, collection matters and other information about your loans with us. These messages may be played automatically when the telephone is answered, whether answered by you or someone else. They may also be recorded by your answering machine or voice mail. You give us your consent to call any telephone number, even if the number is a work number or cell number, and even if you are charged for the call. You also agree that we may monitor and record telephone conversations between you and us. You agree that we will not be liable to you for any calls or messages under this paragraph.

**Arbitration Agreement and Other Terms.** You agree to the Arbitration Agreement below, which is incorporated into this Agreement. This Agreement will be binding upon you, your heirs and assigns; however, you may not assign your obligations under this Agreement without our prior written consent. We may, from time to time, delay or refrain from enforcing any of our rights under this Agreement, and we will not lose any of our rights by doing so. Time is of the essence. If any part of this Agreement is found to be unenforceable, that part will be deemed severed from the Agreement, and the remaining provisions will be enforced to the fullest extent allowed by law. You waive presentment, demand and notice of dishonor with respect to this Agreement or any check you give us. We meet all requirements for sending you a notice of any kind if we send it to you by means of United States mail at your address as shown in our files. Except as otherwise provided below, this Agreement will be governed by the laws of the State of Nevada.

### Arbitration Agreement

**Agreement to arbitrate.** You and we each agree that neither of us will start nor participate in any lawsuit to resolve a Claim against the other. Instead, you and we agree to follow the procedures for arbitrating disputes as described below. By agreeing to arbitration, you are waiving your right to bring, join or participate in a class action lawsuit against us.

**What is arbitration?** Arbitration is a procedure used to resolve disputes. In an arbitration, a professionally trained, neutral, third party arbitrator holds a hearing. The hearing is less formal than a trial in court. Each party has the opportunity to tell his or her side of the dispute. The arbitrator will review each party's case and make a decision. The decision is binding on the parties.

**Is class arbitration allowed?** No. All Claim(s) will be arbitrated only on an individual basis. You agree that there will be no right or authority for any Claims to be arbitrated on a class basis. The arbitrator will not consolidate more than one person's claims, conduct class arbitration, or allow you to act as a representative, private attorney general or in any other representative capacity.

• **What is a "Claim?"** A "Claim" includes any and all claims, disputes or controversies that arise under common law, federal or state statute or regulation, or otherwise, and that we or our servicers or agents have against you or that you have against us, our affiliates, servicers, agents, directors, officers and employees. "Claims" also includes any and all claims that arise out of (i) the validity, scope and/or applicability of this Arbitration Agreement, (ii) your application for a loan, (iii) the Agreement or any payment plan or installment plan, (iv) any prior agreement between you and us, including any prior loans, payment plans or installment plans, or (v) our collection of any loan. "Claims" also includes all claims asserted as a representative, private attorney general, member of a class or in any other representative capacity (collectively, "Representative Claims"), and all counterclaims, cross-claims and third party claims.

**What should you do if you have a Claim?** If you or we have a Claim and intend to seek arbitration, you must first send to us (and we must first send to you) by certified mail, a written "Claim Notice." You may obtain a Claim Notice form by calling us at 702-452-2028, or you may write your own Claim Notice. The Claim Notice must describe in detail both the nature of the Claim and the specific relief you or we seek. You and we agree to wait at least 30 days from the date the Claim Notice is received to allow us to settle the Claim to your satisfaction. If you and we are not able to settle the Claim within that 30 day time period, you or we may then start an arbitration proceeding. If we have made you one or more settlement offers before an arbitrator is selected, you agree that you will not disclose the amount of the last settlement offer ("Settlement Offer") to the arbitrator until after the arbitrator has made a final decision.

**What rules apply to arbitration?** The arbitration will be administered by the Better Business Bureau ("BBB") and governed by the BBB Rules of Arbitration (Binding). Alternatively, you may elect to have the arbitration heard by and under the consumer rules of the Judicial Arbitration and Mediation Service ("JAMS") or any other arbitration service you select that regularly arbitrates consumer credit disputes (collectively, the "Rules"). Contact the BBB ([www.bbb.org/us/Dispute-Resolution-Services/Process/](http://www.bbb.org/us/Dispute-Resolution-Services/Process/)), JAMS ([www.jamsadr.com/](http://www.jamsadr.com/)) or other arbitration service for information on how to start an arbitration proceeding. Any arbitration hearing, if one is held, will take place at a location near your residence. The arbitration will be conducted by a single arbitrator. The arbitrator is bound by the terms of this Agreement. The arbitration award will be in writing. Judgment upon the award may be entered by any party in any court having jurisdiction and will be final, binding and non-appealable. All statutes of limitations that are applicable to a Claim will apply to any arbitration between you and us.

**What kind of hearing will take place?** If your Claim is for \$10,000 or less, you may choose to have the arbitration conducted solely on the documents you and we give to the arbitrator. This is known as a "desk hearing." Alternatively, you may choose to have a hearing over the telephone or in-person, as may be provided by the Rules. If you do not make a choice, the arbitrator will conduct a desk hearing. If your Claim exceeds \$10,000, you and we may still agree to have a desk hearing or a hearing by telephone, even if the Rules provide that hearings are to be in person.

**What does the arbitrator decide?** When the arbitration is over, the arbitrator must issue a detailed written decision that explains all findings of fact and conclusions of law on which any award is based. If the arbitrator decides in your favor on the merits of your Claim and awards an amount that is greater than the Settlement Offer, we will pay you the amount of the award or \$5,000 (the "minimum payment"), whichever is greater. We will also pay your attorneys' fees and reimburse any expenses (including expert witness fees and costs), that your attorney reasonably incurs for investigating, preparing, and pursuing your claim in arbitration. If we did not make a Settlement Offer, you and your attorney will be entitled to receive the minimum payment and attorneys' fees, respectively, but only if the arbitrator awards you any relief on the merits. The arbitrator may decide disputes as to the payment and reimbursement of arbitration fees, expenses, the minimum payment and attorneys' fees at any time during the proceeding. Your right to attorneys' fees and expenses in this paragraph is an alternative to any right to attorneys' fees and expenses you may have under applicable law. You may not recover both attorneys' fees and expenses under this paragraph and those allowed under applicable law. If applicable law provides for a larger amount of fees and expenses, the arbitrator may award you the larger amount instead of the amounts described in this paragraph. We will not attempt to collect from you any attorneys' fees we incur in arbitration.

**Who pays the costs of arbitration?** We will pay our share of any arbitration fees. If the amount of your Claim is less than or equal to \$75,000, we will, at your request, pay your share of the arbitration fees. If the amount of your Claim is greater than \$75,000, the payment of these fees will be governed by the Rules.

**What if a Claim is frivolous?** If the arbitrator decides that your Claim or the relief you seek is frivolous or brought for an improper purpose (considering Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the Rules. In that case, you agree to reimburse us for all money we previously paid that you should have paid under the Rules.

**What law applies?** You and we agree that this Arbitration Agreement is made as part of a transaction involving interstate commerce. It will be governed by the Federal Arbitration Act ("FAA"). If for any reason an arbitrator or a court finds that the FAA does not apply, then this Arbitration Agreement will be governed by the arbitration laws of the State of Nevada, as amended.

- **Opt out.** Either you or we may elect to opt-out of the Arbitration Agreement by providing the other party with written notice within ten Business Days after the date of this Agreement. The opt-out will apply only to Claims arising out of or relating to this Agreement and will not apply to any other Claims, loans or agreements with us.

**Other Arbitration Terms.** This Arbitration Agreement is an independent agreement, will survive the closing and repayment of your loan, and will be binding upon us, our successors and assigns, and you and your heirs and assigns. The validity, effect and enforceability of the prohibition against class arbitration as described above will be determined solely by a court. All other matters will be decided by the arbitrator. If a Representative Claim is asserted and a court refuses to enforce the prohibition on class arbitration, then every portion of the Arbitration Agreement will be null and void, and neither you nor we will be required to arbitrate the Representative Claim.

**Government Agencies.** Nothing in this Arbitration Agreement precludes you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.

**Notices About Arbitration**

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

- **YOU WILL NOT BE ABLE TO HAVE A TRIAL BY JURY TO RESOLVE ANY CLAIM AGAINST US OR RELATED THIRD PARTIES.**
- **YOU WILL NOT BE ABLE TO HAVE A COURT RESOLVE ANY CLAIM AGAINST US OR RELATED THIRD PARTIES.**
- **YOU WILL NOT BE ABLE TO BRING, JOIN OR PARTICIPATE IN ANY CLASS ACTION AGAINST US OR RELATED THIRD PARTIES.**
- **YOU ACKNOWLEDGE YOUR RIGHT TO OPT-OUT OF ARBITRATION AS DESCRIBED ABOVE.**

By signing your name below, (1) you acknowledge that you have read and received a copy of this Agreement; (2) you agree to the above terms and to the Arbitration Agreement; (3) you acknowledge that there were no blanks in the Agreement when you signed it; (4) you acknowledge that you have received a copy of our Notice of Financial Privacy Rights, and (5) you represent to us that the total payments due under this loan, together with any other outstanding loan you have from us, does not exceed 25% of your expected gross monthly income during the term of this loan.

**BORROWER:**

Signature

Printed Name

10/21/2013

Date Signed

**CO-BORROWER:**

Signature

Printed Name

Date Signed

For on-line loans, your typed name is your electronic signature. If we approve your loan request, the following acknowledgement statement will serve as our authorized signature on this Loan Agreement & Disclosure Statement:

**Dollar Loan Center acknowledges this Agreement.**

We will keep electronic copies of your electronic documents and make them available to you for 90 days from today. To access these documents please call us at 702-452-2028.

**IMPORTANT: Please retain this document for your records.**

# DOLLAR LOAN CENTER

**dontbebroke.com**


## Opt-In Form

From time to time, Dollar Loan Center calls, e-mails, and/or texts customers with information about promotions, products, services, deals, and account status.

☐ I consent to receive payment reminder text messages from Dollar Loan Center.

☐ I consent to receive promotional text messages from Dollar Loan Center and text messages regarding the status of my account.

☐ I elect to receive all or a portion of my loan funds on a prepaid debit card. I understand that loading loan funds onto a prepaid debit card is neither a requirement to obtain credit from Dollar Loan Center nor is it a factor in Dollar Loan Center's decision to grant credit.

  
Signature

10/21/2013

Date