

CIVIL COVER SHEET

15 0206

(Rev. 12/1/12)
GJP

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings and other papers as required by law, except as provided by local court rules. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
 Brenda Bynon
 (b) County of Residence of First Listed Plaintiff Montco, PA
 (EXCEPT IN U.S. PLAINTIFF CASES)
 (c) Attorneys (Firm Name, Address, and Telephone Number)
 Robert F. Salvin, Esq., Two Bala Plaza, Suite 300, Bala Cynwyd PA,
 215-300-2388, 215-271-2820 (fax), robert.salvin@outlook.com

DEFENDANTS
 Crag Mansfield, William McKibbin, III, Kevin Cronin, Mark E. Weiner, Loan Servicing Solutions, LLC, Auto Loans, LLC, Car Loans, LLC, Management Solutions, LLC, (continued next page)
 County of Residence of First Listed Defendant Vilas County, WI
 (IN U.S. PLAINTIFF CASES ONLY)
 NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
 Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
 1 U.S. Government Plaintiff
 2 U.S. Government Defendant
 3 Federal Question (U.S. Government Not a Party)
 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
 (For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 2	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 IILA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input checked="" type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)
 1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from Another District (specify)
 6 Multidistrict Litigation

VI. CAUSE OF ACTION
 Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 18 USC 1962, 15 USC 1692f
 Brief description of cause:
 Fraudulent, deceptive and misleading collection

VII. REQUESTED IN COMPLAINT:
 CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
DEMAND \$ 90,000
CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions):
 JUDGE _____ DOCKET NUMBER _____

DATE 1/15/15 Robert F. Salvin
 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY
 RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

[Signature]
 JAN 16 2015

Defendants continued from cover sheet:

Bryan Casey, Top Notch Recovery, Inc., JVI Recovery Services, Inc., & Vince Venezia.

UNITED STATES DISTRICT COURT

15-cv-206

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 104 Village Lane, Sanatoga, PA 19464

Address of Defendant: 6350 Timber Trail Lane, Land O' Lakes, Wisconsin 54540

Place of Accident, Incident or Transaction: Montgomery Co, PA (Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock? (Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a)) Yes [] No [x]

Does this case involve multidistrict litigation possibilities? Yes [] No [x]

RELATED CASE, IF ANY: Case Number: Judge Date Terminated:

Civil cases are deemed related when yes is answered to any of the following questions:

- 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? Yes [] No [x]
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? Yes [] No [x]
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court? Yes [] No [x]
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? Yes [] No [x]

CIVIL: (Place [x] in ONE CATEGORY ONLY)

A. Federal Question Cases:

- 1. [] Indemnity Contract, Marine Contract, and All Other Contracts
2. [] FELA
3. [] Jones Act-Personal Injury
4. [] Antitrust
5. [] Patent
6. [] Labor-Management Relations
7. [] Civil Rights
8. [] Habeas Corpus
9. [] Securities Act(s) Cases
10. [] Social Security Review Cases
11. [x] All other Federal Question Cases (Please specify) Rico

B. Diversity Jurisdiction Cases:

- 1. [] Insurance Contract and Other Contracts
2. [] Airplane Personal Injury
3. [] Assault, Defamation
4. [] Marine Personal Injury
5. [] Motor Vehicle Personal Injury
6. [] Other Personal Injury (Please specify)
7. [] Products Liability
8. [] Products Liability — Asbestos
9. [] All other Diversity Cases (Please specify)

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, Robert F. Salvin, counsel of record do hereby certify: [] Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs; [] Relief other than monetary damages is sought.

DATE: 1/15/15 Robert F. Salvin 50991 Attorney-at-Law Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 11/5/15 Attorney-at-Law 50991 Attorney I.D.#

GJP

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

Breada Bynon

CIVIL ACTION

v.

Craig Mansfield et al.

15 0206

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ()

1/15/15

Date

215-300-2388

Telephone

(Civ. 660) 10/02

RS
Attorney-at-law

215-271-2820

FAX Number

plaintiff

Attorney for

robert.salvin@outlook.com

E-Mail Address

JAN 16 2015

GA 400.00

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

1

BREANDA TAYLOR BYNON
a/k/a **BREANDA BYNON**

Plaintiff,

v.,

No. **15 0206**

**CRAIG MANSFIELD, WILLIAM
McKIBBIN, III, KEVIN CRONIN a/k/a
KEVIN L. CRONIN, MARK EDWARD
WEINER, LOAN SERVICING
SOLUTIONS, LLC, AUTO LOANS, LLC,
CAR LOANS, LLC, MANAGEMENT
SOLUTIONS, LLC, BRYAN CASEY,
TOP NOTCH RECOVERY, INC.,
JVI RECOVERY SERVICES, INC., &
VINCE VENEZIA,**

W

Defendants.

Complaint

The defendants in this case are conspirators in a usury scam. The defendants charged plaintiff Breanda Bynon interest at the rate of 182.02% A.P.R. on a \$5,000 loan. Ms. Bynon paid defendants about \$15,000, but defendants applied all of the money to usurious interest and then repossessed her vehicle claiming nonpayment. Ms. Bynon files this complaint for violation of the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692 *et seq.*, the Pennsylvania Loan Interest and Protection Law ("Act 6"), 41 P.S. § 201 *et seq.*, and the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. § 1962(c), and avers:

S

Parties

1. The plaintiff is Breanda T. Bynon a citizen of the Commonwealth of Pennsylvania residing at 104 Village Lane, Sanatoga, PA 19464.

2. Craig Mansfield is an individual believed to be a citizen of Wisconsin residing at 6350 Timber Trail Lane, Land O' Lakes, Wisconsin 54540, and is named in his individual capacity. Mr. Mansfield is a manager in charge of day-to-day operations at an auto title lending company called Sovereign Lending Solutions, LLC ("Sovereign").

3. Sovereign makes loans online to residents of Pennsylvania at annual interest rates up to 390%, secured by borrowers' cars. Mr. Mansfield authorizes these loans in his capacity as manager of Sovereign, and when loans go into default he supervises the repossession of vehicles from borrowers in Pennsylvania. Attached as Exhibit P-1, is an affidavit from Mr. Mansfield in which he described his role at Sovereign in connection with another borrower.

4. William McKibbin, III, is an individual believed to be a citizen of Florida residing at 7705 Solimar Cir., Boca Raton, FL 33433, and is named in his individual capacity. Mr. McKibbin directs, manages or owns a number of companies engaged in the online auto title lending business, including but not limited to Sovereign Lending Solutions, LLC, Auto Loans, LLC, Car Loans, LLC, Loan Servicing Solutions, LLC, and Management Solutions, LLC.

5. At Mr. McKibbin's direction, all of these companies extend or service loans over the internet to Pennsylvania borrowers at triple digit interest rates secured by

borrowers' cars. When loans go into default, Mr. McKibbin directs the repossession of automobiles from within Pennsylvania to satisfy the alleged debts.

6. Kevin Cronin is an individual believed to be a citizen of Florida residing at 3645 Dorrit Ave., Boynton Beach, FL 33436, and is named in his individual capacity.

7. Mr. Cronin is Mr. McKibbin's partner and he directs, manages or owns along with Mr. McKibbin a number of companies engaged in the online auto title lending business, including but not limited to Sovereign Lending Solutions, LLC, Auto Loans, LLC, Car Loans, LLC, Loan Servicing Solutions, LLC, and Management Solutions, LLC.

8. At Mr. Cronin's direction, in concert with Mr. McKibbin, all of these companies extend or service loans over the internet to Pennsylvania borrowers at triple digit interest rates secured by borrowers cars. When loans go into default, Mr. Cronin directs the repossession of automobiles from within Pennsylvania to satisfy the alleged debts.

9. Mark Edward Wiener is an individual believed to be a citizen of Florida residing at 5305 Sunrise Blvd., Delray Beach, Florida 33484-1119.

10. Mr. Wiener is an agent of the lending entities who dealt directly with Ms. Bynon.

11. Mr. McKibbin and Mr. Cronin keep the actual physical location of their lending businesses secret. Sometimes they represent that the companies they control are located overseas in the Cooke Islands, but they accept mail at a Regus office center located at 433 Plaza Real, Suite 275, Boca Raton, Florida 33432. Sovereign Lending Solutions, LLC, Auto Loans, LLC, Car Loans, LLC, Loan Servicing Solutions, LLC, and Management

Solutions, LLC, all purport to operate from 433 Plaza Real, Suite 275, Boca Raton, Florida 33432.

12. Loan Servicing Solutions, LLS, Sovereign Lending Solutions, LLC, Auto Loans, LLC, Car Loans, LLC, and Management Solutions, LLC, are names of business entities through which Mr. Mansfield, Mr. McKibbin, Mr. Cronin and Mr. Wiener extend and service usurious loans to citizens of Pennsylvania.

13. Sovereign Lending Solutions, LLC (“Sovereign”), is a loan company wholly owned by the Lac Vieu Desert Bank of Lake Superior Chippewa Indian Tribe (“Tribe”), and incorporated under tribal law. Sovereign originated the loan to Ms. Bynon, but is not named as a party because it is protected from liability under the doctrine of tribal immunity.

14. Bryan Casey is a citizen of Pennsylvania who resides or has an office at 146 Graterford Rd., Schwenksville, PA 19473, and is named in his personal capacity.

15. Mr. Casey is a tow truck operator and is in the repossession business. It is believed that Mr. Casey does most of his repossessions through a corporation that he owns or controls called Top Notch Recovery, Inc.

16. Top Notch Recovery, Inc. (“Top Notch”) is a Pennsylvania Corporation with a registered address at 146 Graterford Rd., Schwenksville, PA 19473. Top Notch is believed operate out of a lot in Conshohocken, Pennsylvania.

17. Vince Venezia is a citizen to Pennsylvania believed to reside at 2939 Stoney Creek Rd., East Norriton, PA 19401, and is named in his individual capacity.

18. Mr. Venezia is a tow truck operator and conducts a repossession business through an entity known as JVI Recovery Services, Inc., (“JVI”) that is believed to operate out of an address at 601 East Moore Street, Norristown, PA.

19. JVI Recovery Services, Inc, is a Pennsylvania corporation that may have an office located at 601 E Moore Street, Norristown, PA 19401

Facts

20. Ms. Bynon is the owner of a 2008 Ford F150 Lariat Supercrew worth over \$20,000. Exhibit P-7.

21. The vehicle was titled, registered, and licensed in Pennsylvania.

22. Ms. Bynon keeps the vehicle at her personal residence in Pennsylvania.

23. In 2013, Sovereign operated a web site under the fictitious name Title Loan America, from which it made title loans to residents of Pennsylvania at triple digit interest rates. Exhibit P-6.

24. During the month of March, 2013, Sovereign purports to have lent Ms. Bynon \$2,500 at or about an annual interest rate of 180%.

25. Ms. Bynon entered into the loan transaction from a her computer at her home within the Commonwealth of Pennsylvania.

26. The loan was supposedly memorialized by a written contract, but Sovereign did not provide Ms. Bynon with a copy, and Ms. Bynon does not recall seeing or accepting any particular set of terms and conditions when she took out the loan.

27. Ms. Bynon denies that she saw or agreed to a 180% interest rate or that she gave Sovereign a security interest in her vehicle.

28. Ms. Bynon kept a record of her payments, which shows that she paid \$442.50 on April 25, 2013; \$441.72 on May 28, 2013, and \$441.72 on June 26, 2013. A copy of Ms. Bynon's payment history is attached as Exhibit P-2.

29. On or about June 28, 2013, Sovereign refinanced Ms. Bynon's loan. Sovereign extended additional credit to Ms. Bynon of \$2,435.91 and refinanced her previous balance of \$2,514.09, for a total of \$4,950.

30. This loan was supposedly accepted on-line, but Ms. Bynon denies seeing or accepting any specific set of terms and conditions.

31. About a year and a half later, at Ms. Bynon's request (after asking for months), she was provided with a copy of a document purporting to be her loan agreement, a copy of which is attached as Exhibit P-3. The loan agreement is not signed, and Ms. Bynon denies ever seeing or accepting it.

32. The loan contract purports to carry an interest rate of 182.02% A.P.R., and have a payment schedule consisting 11 payment of interest only in the amount of \$747.05 each, followed by a balloon payment of principal and interest in the amount of \$5,797.05. Exhibit P-3.

33. In total, Sovereign sought to be paid \$14,014.56, to satisfy a loan of \$4,950.

34. Over the next year, Ms. Bynon made monthly payments totaling \$9,297.69. Exhibit P-2.

35. During the twelfth month, the lender demanded the final balloon payment referenced in the loan agreement. Ms. Bynon denied she owed the balloon payment and did not pay it.

36. During or about the month of July 2014, Bryan Casey entered into an agreement with the lender for his company Top Notch Recovery to repossess Ms. Bynon's vehicle.

37. The repossession occurred in Montgomery County Pennsylvania during or about July 2014.

38. Top Notch Recovery repossessed Ms. Bynon's vehicle for the lender based on the alleged failure to make the balloon payment consisting entirely of usurious interest.

39. Mr. Casey approved the repossession for Top Notch and performed the repossession himself or had an employee acting under his direction perform it.

40. The lender forced Ms. Bynon to pay \$3,192.08 to reinstate the loan and recover the vehicle. Exhibit P-4.

41. The lender continued to demand the balloon payment, and repossessed Ms. Bynon's vehicle again during or about the month of September 2014.

42. This time the vehicle was repossessed by Vince Venezia operating through his company JVI Recovery Service, Inc.

43. Mr. Venezia agreed to have JVI perform the repossession.

44. Mr. Venezia performed the repossession himself, or had someone operating under his direct supervision perform the repossession.

45. To get the car back, the lender required Ms. Bynon to pay \$1,500 up front and agree to make a lump sum payment of \$4,892, the following month. Exhibit P-5.

46. On or about January 8, 2015, the vehicle was repossessed for a third time by an unknown repossession company.

47. Following the repossession, Mark Weiner demanded payment from Ms. Bynon of \$5000 for the vehicle's return. Mr. Weiner told Ms. Bynon she had ten days to pay the money and refused to tell her where the vehicle was located.

48. Suffice it to say, the lender never sent Ms. Bynon any notices required by the UCC regarding the right redeem the vehicle or disclosing the date, time and place of sale.

49. Ms. Bynon is suffering damages as a result of the loan and repossession, including but not limited to the loss of her money and vehicle, loss of personal mobility; possible loss of employment if she is not able to find transportation to work, loss of income, expenses for alternative transportation, cost to purchase a replacement vehicle, and the emotional distress of dealing with these hardships. Ms. Bynon is disabled and unable to get to her doctor for needed medical care without her vehicle.

50. In *Cash America Net v. Commonwealth of Pennsylvania*, 607 Pa. 432, 8 A.3d 282, 295 (2010), the Pennsylvania Supreme Court held that internet lenders were doing business in Pennsylvania and subject to the Commonwealth's usury laws.

51. Under Pennsylvania law, an unlicensed lender may not charge interest at a rate greater than 6% per annum. *Id.* A lender licensed by the Pennsylvania Department of Banking may charge interest up to about 24%. *Id.*

52. Neither Sovereign nor its agents, assignees or successors are licensed by the Pennsylvania Department of Banking, so the loan to Ms. Bynon is subject to Pennsylvania's 6% interest rate.

53. At 6%, Ms. Bynon owed no more than \$300 in interest on a \$5,000 loan ($\$5,000 \times 0.06 = \300).

54. By January 2014, half way through the repayment schedule, Ms. Bynon's loan was completely paid off, and everything Ms. Bynon paid after that date was usurious interest that she was not required to pay and is entitled to get back (with treble damages).

55. Throughout the entire course of the loan, Ms. Bynon dealt with the same group of people located in or about Boca Raton Florida, but they used different names for their business throughout the year.

56. At first the lender was Sovereign Lending Solutions trading as Title Loan America, which is a tribal lender owned by the Lac Vieu Desert Bank of Lake Superior Chippewa Indian Tribe ("Tribe"). The Florida operatives made and serviced the loan for Sovereign.

57. By the spring of 2014, the Tribe announced that it sold its lending portfolio to a company called Management Solutions, LLC, Exhibit P-8, and thereafter the lender did business under one or more names, including: Car Loans, LLC, Auto Loans, LLC, Loan Servicing Solutions, LLC, and Management Solutions, LLC. Although the names were different, the people remained the same. Regardless of the name used by the lender,

Ms. Bynon always dealt with the same group of people operating out of a location in or about Boca Raton, Florida.

58. At all times, the lending entities were under the direction and control of William McKibbin, III, Kevin Cronin and Craig Mansfield. Mr. McKibbin, Mr. Cronin, and Mr. Mansfield set the lending policies, including but not limited to the rate of interest, the policy to lend to borrowers in Pennsylvania, and the policy to repossess cars in Pennsylvania to coerce collection of usurious interest.

59. Mr. McKibbin, Mr. Cronin and Mr. Mansfield conspired to make usurious loans in Pennsylvania. The three individuals agreed together to extend loans and manage the process by which the loans were advertised, processed, serviced and collected. The conspiracy included agreements to form various corporate entities to carry out their objectives.

Count I

60. This count is against Top Notch, JVI, Bryan Casey and Vince Venezia for violation of the FDCPA. All of the preceding paragraphs are incorporated by reference.

61. Top Notch, JVI, Bryan Casey and Vince Venezia are in the automobile repossession business and qualify as debt collectors under the FDCPA, 15 U.S.C. § 1692a(6). The principal purpose of their businesses is the collection of debts through the enforcement of security interests by repossessing vehicles, and they use various instrumentalities of interstate commerce in the course of their businesses including motor vehicles (tow trucks), the internet, telephones, and the mail.

62. Under 15 U.S.C. § 1692f(6)(A), the FDCPA prohibits debt collectors from taking possession of property in the absence of a present right to possession through an enforceable security interest.

63. Defendants lacked a present right to repossess Ms. Bynon's vehicle because:

(a). Defendants did not have a signed security agreement from Ms. Bynon granting the lender a lien;

(b). It was illegal under Pennsylvania law to repossess Ms. Bynon's vehicle to enforce collection of interest calculated at 182.02%. 41 P.S. §§ 201, 408, 501, 502 & 504. At the time of the repossession, Ms. Bynon's remaining debt consisted solely of usurious interest, the payment of which was unenforceable under Pennsylvania law. 41 P.S. § 501 (“the borrower or debtor shall not be required to pay to the creditor the excess over such maximum interest rate”).

WHEREFORE, plaintiff requests the following relief:

(a). An award of actual and statutory damages, jointly and severally, against Top Notch, JVI, Mr. Casey and Mr. Venezia, including but not limited to compensation for the loss of her car, overpayment of interest, loss of income, loss of personal mobility, expenses for alternative transportation, and emotional distress, along with attorney's fees and costs; and

(b). Any other relief that is just and appropriate.

Count II

64. This count is against defendants Mansfield, McKibbin, Cronin, Weiner, Loan Servicing Solutions, LLC, Auto Loans, LLC, Car Loans, LLC, and Management Solutions, LLC, for damages under Act 6, 41 P.S. § 502 & 504. All of the preceding paragraphs are incorporated by reference.

65. Under Act 6, defendants were not permitted to charge Ms. Bynon interest at a rate greater than 6% per annum. 41 P.S. § 201.

66. Ms. Bynon's rights under Act 6 are not subject to waiver regardless of the loan agreement or any subsequent contract. 41 P.S. § 408.

67. Under section 501, Ms. Bynon was not required to pay usurious interest. 41 P.S. § 501 (“the borrower or debtor shall not be required to pay to the creditor the excess over such maximum interest rate”).

68. Under section 504 of Act 6, the defendants are liable for all damages caused to Ms. Bynon as a result of making and collecting a usurious loan.

69. Under section 502, the defendants are liable for triple damages.

70. Under section 503, the defendants are liable for Ms. Bynon's attorney's fees and costs.

71. Ms. Bynon over paid the loan by about \$10,000 and lost possession of a \$20,000 automobile. Ms. Bynon is potentially entitled to actual and statutory damages of \$90,000.

WHEREFORE, Ms. Bynon requests entry of a judgment in her favor, jointly and severally, against Mansfield, McKibbin, Cronin, Weiner, Loan Servicing Solutions, LLC,

Auto Loans, LLC, Car Loans, LLC, and Management Solutions, LLC, for actual and treble damages along with attorney's fees and costs together with any other relief that is just and appropriate.

Count III

72. This count is against Craig Mansfield, William McKibbin, III, Kevin Cronin, Mark Edward Weiner, Bryan Casey, and Vince Venezia for violation of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. § 1962(c). All of the preceding paragraphs are incorporated by reference.

Persons

73. Craig Mansfield, William McKibbin, III, Kevin Cronin, Mark Edward Weiner, Bryan Casey and Vince Venezia are persons within the meaning of section 1962(c) as that term is defined in section 1961(3).

Enterprises

74. Sovereign Lending Solutions, LLC, Loan Servicing Solutions, LLC, Auto Loans, LLC, Car Loans, LLC, Management Solutions, LLC, Top Notch, and JVI each constitute separate enterprises within the meaning of section 1962(c), as the term is defined in section 1961(4), by virtue of the status of each entity as a corporation or limited liability company. (Sovereign Lending Solutions, LLC, Loan Servicing Solutions, LLC, Auto Loans, LLC, Car Loans, LLC, and Management Solutions, LLC, are sometimes referred to as the "Lending and Servicing Companies.")

75. The Lending and Servicing Companies, Top Notch, and JVI are associated with each other by one or more contracts related to lending, servicing and

collecting loans, including in particular contracts related to Ms. Bynon's loan and the repossession of her vehicle.

76. The association of the Lending and Servicing Companies, Top Notch, and JVI, as embodied and reflected by the various contracts and agreements among them, constitute a single association-in-fact enterprise (the "Predatory Lending Enterprise") within the meaning of section 1962(c), as the term is defined in section 1961(4). Specifically, these companies act together in a structured and coordinated fashion to collect unlawful debt from borrowers in Pennsylvania, including specifically unlawful debt from Ms. Bynon.

Employment by or Association with an Enterprise

77. Craig Mansfield, William McKibbin, III, Kevin Cronin and Mark Edward Weiner have been employed by or associated with the Lending and Servicing Companies. Specifically, these gentlemen have been officers and employees of the Lending and Servicing Companies responsible for creating and implementing their practices and policies including the collection of unlawful debt from citizens of Pennsylvania by taking their payments and repossessing their vehicles, as they did with Ms. Bynon.

78. Mr. Weiner specifically made collection calls to Ms. Bynon in which he demanded payment of unlawful debt to the Lending and Servicing Companies.

79. Bryan Casey is employed by or associated with Top Notch. Specifically, he is employed by Top Notch as an owner or officer responsible for the day-to-day operation of the corporation.

80. Mr. Casey made or ratified the decision to have Top Notch collect unlawful debt for the Lending and Servicing Companies from borrowers in Pennsylvania, including in particular the repossession of Ms. Bynon's vehicle.

81. Vince Venezia is employed by or associated with JVI; specifically Vince Venezia is a controlling owner or officer of JVI responsible for day-to-day operation of the corporation.

82. Mr. Venezia is responsible for the decision for JVI to collect unlawful debt in Pennsylvania. Specifically, he is responsible for JVI repossessing Ms. Bynon's car to collect unlawful debt for the Lending and Servicing Companies.

Engagement in Interstate Commerce

83. Sovereign is engaged in interstate commerce and uses instrumentalities of interstate commerce in its daily business activities. Specifically, Sovereign is chartered by an Indian tribe in Michigan and used offices and personnel in Florida to make loans over the internet to borrowers in Pennsylvania and throughout the United States.

84. In the present case, Sovereign made a loan to Ms. Bynon in Pennsylvania facilitated by businesses and persons in Florida, including but not limited to Loan Servicing Solutions, LLC, Car Loans, LLC, Auto Loans, LLC, and Management Solutions, LLC, with extensive use of the internet and the mail.

85. Loan Servicing Solutions, LLC, Auto Loans, LLC, Car Loans, LLC, and Management Solutions, LLC, are engaged in interstate commerce and use instrumentalities of interstate commerce in their daily business activities. Specifically, these entities operate out of offices in Florida to make and collect loans to people in Pennsylvania and throughout

the United States, and make extensive use of electronic and postal communications and facilities.

86. Top Notch is engaged in interstate commerce and uses instrumentalities of interstate commerce in its daily business activities. Specifically, Top Notch is a citizen of Pennsylvania and works for lenders across the United States, including the Lending and Servicing Companies who made and serviced the loan to Ms. Bynon, and Top Notch makes extensive use of electronic communications and motor vehicles, including tow trucks in the course of its business.

87. JVI is engaged in interstate commerce and uses instrumentalities of interstate commerce in its daily business activities. Specifically, JVI is a citizen of Pennsylvania and repossesses cars for out-of-state creditors. In this case, JVI repossessed Ms. Bynon's car for the Lending and Servicing Companies operating out of Florida.

88. The Predatory Lending Enterprise created by the association of the Lending and Servicing Companies, Top Notch, and JVI is engaged in interstate commerce and uses instrumentalities of interstate commerce in its activities. In this case, the Repossession Enterprise repossessed a car in Pennsylvania to pay a debt to the Lending and Servicing Companies operating out of Florida and Michigan.

Conducting Affairs Through Collection of Unlawful Debt

89. Craig Mansfield, William McKibbin, III, Kevin Cronin, Mark Edward Weiner, Bryan Casey and Vince Venezia conduct the affairs of the enterprises or participate in the affairs of the enterprises, directly or indirectly, through the collection of unlawful debt in violation of 18 U.S.C. § 1962(c).

90. Specifically, Craig Mansfield, William McKibbin, III, Kevin Cronin, and Mark Edward Weiner, directed, approved, or ratified the collection of unlawful debt from Ms. Bynon by requiring her to pay usurious interest to the Lending and Servicing Companies and arranging for the repossession of her vehicle to collect usurious interest. They engaged in this conduct while acting in the capacity of managing agents of the Lending and Servicing Companies.

91. Bryan Casey conducted the affairs of Top Notch or participated in the affairs of Top Notch, directly or indirectly, through the collection of unlawful debt in violation of 18 U.S.C. § 1962(c).

92. Specifically, Mr. Casey directed, approved, or ratified the collection of unlawful debt by Top Notch from Ms. Bynon by entering into a contract with the Lending and Servicing Companies to have Top Notch repossess Ms. Bynon's vehicle.

93. Mr. Venezia conducts the affairs of JVI or participate in the affairs of JVI, directly or indirectly, through the collection of unlawful debt in violation of 18 U.S.C. § 1962(c).

94. Specifically, Mr. Venezia directed, approved, or ratified the collection of unlawful debt from Ms. Bynon by directing JVI to repossess Ms. Bynon's vehicle to collect unlawful debt for the Lending and Servicing Companies.

95. Each of the individual defendants, Craig Mansfield, William McKibbin, III, Kevin Cronin, Mark Edward Weiner, Bryan Casey and Vince Venezia, conducted the affairs of the Repossession Enterprise or participated in the affairs of Repossession

Enterprise, directly or indirectly, through the collection of unlawful debt in violation of 18 U.S.C. § 1962(c).

96. Specifically, these individuals arranged for the Lending and Servicing Companies to collect payments from Ms. Bynon of unlawful debt and authorized the repossession companies to take possession of Mr. Bynon's vehicle to satisfy her obligation to pay unlawful debt.

Conspiracy

97. Each of the individual defendants conspired in violation of 18 U.S.C. § 1962(d) to conduct or participate in the affairs of one or more enterprises through the collection of unlawful debt.

98. Specifically, all of the individual defendants were in agreement to have the Lending and Servicing Companies along with the repossession companies collect unlawful debt from Ms. Bynon.

Unlawful Debt

99. Sovereign's loan to Ms. Bynon constitutes unlawful debt within the meaning of section 1962(c) as the term is defined in section 1961(6). Specifically, (a) a substantial portion of the loan is unenforceable under state usury law; (b) the loan was incurred in connection with the business of lending money at usurious rates of interest, and (c) the loan was issued at a rate of interest far in excess of twice the enforceable rate. 18 U.S.C. § 1961(6).

Injury

100. Ms. Bynon suffered damages as a result of the defendants' conduct. Specifically, Ms. Bynon paid \$10,000 of unlawful debt to the Lending and Servicing Companies, had her car repossessed on three occasions, paid fees and costs to the repossession companies, suffered a loss of personal mobility, loss of income, expended funds on alternative transportation, and endured embarrassment, frustration, anger, fear and stress, as a result of being victimized by the defendants' loan sharking scam over a prolonged period.

WHEREFORE, Ms. Bynon requests relief as follows:

- (a). An award of actual and treble damages against all of the individual defendants jointly and severally, in an amount sufficient to compensate Ms. Bynon for all of her losses;
- (b). An award of attorney's fees and costs;
- (c). Any other relief that is just and appropriate.

Count IV

101. This count is against all defendants for conversion and trespass to chattel. All of the preceding paragraphs are incorporated by reference.

102. Certain defendants committed trespass to chattel by depriving Ms. Bynon of temporary possession of her vehicle without a just cause or excuse.

103. Certain defendants are liable for conversion by permanently depriving Ms. Bynon of her vehicle.

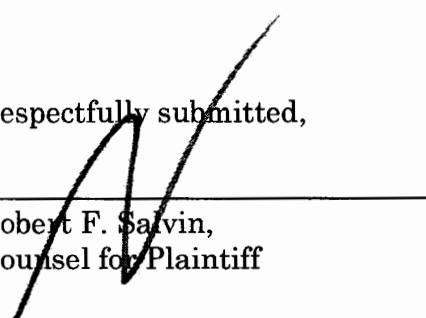
104. Certain defendant's converted several thousand dollars for themselves that they took from Ms. Bynon without just cause or excuse.

105. Defendants acted intentionally and maliciously with complete disregard for Ms. Bynon's rights, solely to inflict injury by collecting usurious interest the defendants knew was illegal.

106. The defendants inflicted significant hardship on Ms. Bynon who is a single mother, suffers from a disability, and needs transportation and all of her money to support herself and her daughter.

WHEREFORE, Ms. Bynon requests a judgment in her favor for trespass to chattel or conversion for actual and punitive damages, including but not limited to, emotional distress, and any other relief that is just and appropriate.

Respectfully submitted,



Robert F. Sarvin,
Counsel for Plaintiff

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

MERIBETH GHOST)	Case No. 2:14-cv-00215-HB
)	
Plaintiff,)	
)	
v.,)	
)	
VICTORY RECOVERY SERVICE, INC.,)	
FIRST RE-ACTION, INC., RS FINANCIAL)	
MANAGEMENT, LLC, JOHN A. DeCARO,)	
DANIELLE DeCARO, CRAIG MANSFIELD,)	
& DANIEL J. FREGLETTE, MARK J. DAVIS,)	
& ANDREW SCHWARTZ)	
)	
Defendants.)	

**DECLARATION OF CRAIG MANSFIELD IN SUPPORT OF MOTION TO DISMISS
ACTION AGAINST SPECIALLY-APPEARING DEFENDANT MANSFIELD UNDER
RULE 12(b)(1), (2) and (5)**

I, Craig Mansfield, declare and state:

1. I am a person over the age of eighteen (18) years and have knowledge related to the above-captioned matter that if requested could testify to in a court of law.

2. I am a member of the Lac Vieux Desert Band of Lake Superior Chippewa Indians, a federally-recognized Tribe (“Tribe”).

3. Pursuant to the Tribe’s duly-enacted Constitution, the Tribal Council has been appointed and serves as the supreme governing body of the Tribe with the authority to manage the economic affairs, enterprises, property, both real and personal, and other interests of the Tribe and to promulgate ordinances and adopt resolutions and to enforce the same. (See Decl. of J. Williams, Jr., Ex. 10 ¶¶ 3-5).

4. On July 8, 2011 Sovereign Lending Solutions, LLC d/b/a Title Loan America (“SLS”), a Tribal lending entity, was created in accordance with Tribal law as an entity wholly owned and operated as an instrumentality of the Tribe. The Tribal Council approved and the Tribal Council Secretary recorded all the appropriate formation documents, including the Articles of Organization and Operating Agreement. (*See* Decl. of J. Williams, Jr., Ex. 10 ¶¶ 14, 26, and Ex. 5.)

5. Pursuant to the Regulatory Code, SLS was required to be licensed by the Authority and maintain compliance with all applicable Tribal laws. SLS was required to comply with all applicable federal consumer protection laws to further ensure consumer protection and satisfaction. (*See* Decl. J. Willaims, Jr., Ex. 10 ¶ 15 and Ex. 6.)

6. I served as a duly appointed Co-Manager of Sovereign Lending Solutions, LLC d/b/a Title Loan America (“SLS”), an entity wholly created, owned, and operated as an instrumentality of the Tribe. I held this position from July 8, 2011 until early 2014, and enjoyed my appointment at the sole discretion of the Tribal Council.

7. Pursuant to the SLS Operating Agreement, I was responsible for the day-to-day operations of SLS, subject to the limitation set forth in Section 3.2.

8. Since the time of my appointment all actions taken in my capacity as Co-Manager of SLS have been in accordance with Tribal law and pursuant to my role as Co-Manager.

9. Plaintiff Meribeth Ghost entered into a Pawn Ticket and Security Agreements and ACH Authorizations with SLS on or about June 12, 2012, July 1, 2012 and August 1, 2012 (collectively the “Loan Documents”) pursuant to Tribal law. True and accurate copies of the Loan Documents that come from records SLS maintained in the course of its regularly conducted business activity are attached to my declaration as Exhibit 8.

10. The Loan Documents contains a choice-of-law provision, which states: **“GOVERNING LAW: This Pawn Agreement [and ACH Authorization] shall be governed by the laws of the Lac Vieux Desert Band of Lake Superior Chippewa Indians.”**

11. The Loan Documents also contains specific provisions related to the preservation of sovereign immunity of SLS and thereby its officers, agent and employees.

12. The Loan Documents also contain specific provisions related to consumer complaints and dispute resolution providing a consumer complaint hotline through the Tribal Dispute Resolution Administrator as well as the ability to request the consumer dispute resolution procedures available within the Tribal forum.

13. Pursuant to the Pawn Ticket and Security Agreement and ACH Authorization Loan Agreement, SLS transmitted a sum of two thousand, one hundred fifty dollars and zero cents (\$2,150.00) to Ms. Ghost on June 12, 2012.

14. Plaintiff Ghost renewed her Pawn Ticket and Security Agreement and ACH Authorization with SLS on July 1, 2012 in the amount of two thousand, one hundred fifty dollars and zero cents (\$2,150.00).

15. Plaintiff Ghost renewed her Pawn Ticket and Security Agreement and ACH Authorization with SLS on August 1, 2012 in the amount of two thousand, one hundred fifty dollars and zero cents (\$2,150.00).

16. Plaintiff Ghost made payments from June 2012 through April 2013 totaling five thousand, seven hundred ninety-three dollars and five cents (\$5,793.05). True and accurate copies of the Payment Schedules related to the Loan Documents that come from records SLS maintained in the course of its regularly conducted business activity are attached to my declaration as Exhibit 10.

17. Plaintiff Ghost failed to make payments after April 2013 to satisfy the terms of her Loan Documents resulting in the default of her loan.

18. On September 11, 2013 and after several attempts to make payment arrangements with Plaintiff Ghost without success to clear up the default under the terms of the Loan Documents, the security pledged as collateral for the loan made by SLS was repossessed.

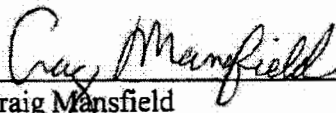
19. In accordance with SLS policy, Plaintiff Ghost was notified of her right to redeem the security pledged for the Loan Documents for a period of ten (10) days to which she did not respond.

20. Several months later on December 18, 2013, the security pledged as collateral pursuant to the Loan Documents was sold for one thousand dollars and zero cents (\$1,000.00).

21. The status of Plaintiff Ghosts account has been marked "Paid in Full" with no further collection efforts being contemplated by SLS.

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

Executed on this 12th day of May, 2014.



Craig Mansfield

Breanda Taylor Bynon

<u>Date</u>	<u>Amount</u>
4/25/2013	442.5
5/28/2013	441.72
6/26/2013	441.72
7/2/2013	747.04
7/31/2013	747.04
8/29/2013	792.04
9/28/2013	747.04
10/26/2013	747.04
11/29/2013	829.39
12/28/2013	747.04
1/30/2014	784.39
2/8/2014	835
3/31/2014	827.89
4/29/2014	747.04
5/28/2014	747.04
8/6/2014	3192.08100-
9/23/2014	1500400-

15,816.01 total paid

4892 what they claim I owe to pay off loan

Exhibit P-2

Sent from Brean

Begin forwarded message:

From: Customer Service <customerservice@carloan-llc.com>
Date: November 21, 2014 at 5:48:43 PM EST
To: Breanda Taylor <breandataylor@yahoo.com>
Subject: Pawn Agreement

Good afternoon Ms. Bynon - Taylor,

Please find attached a copy of your pawn agreement that you requested.

Thank you,

Customer Service
Car Loan, LLC
Office (888) 855-221-3282
Fax (877)471-7921

Exhibit P-3

Pawn Ticket and Agreement

Sovereign Lending Solutions, LLC P.O. Box 698, Pow Wow Trail Watersmeet, Michigan 49969		Consumer (Name, Address, City, State, Zip, telephone): Breanda Bynon 104 Village Lane Sanatoga, Pennsylvania 19464 (850) 672-1104	
TRUTH - IN - LENDING DISCLOSURES			
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount your credit will cost you.	Amount Financed The amount of credit provided to you.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
182.02%	\$9,064.56	\$4,950.00	\$14,014.56
Payment Schedule			
NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE	
11	\$747.05	Every 30 days, beginning 30 days from the date of funding	
Final Payment	AMOUNT OF PAYMENT	WHEN PAYMENT IS DUE	
1	\$5,797.05	360 days from the date of funding	
Security Interest: This pawn transaction is secured by your motor vehicle and by your ACH authorization. Prepayment: If you pay off early on loans under \$5,000 you will not have to pay a penalty. On loans of \$5,000 or more if you pay the principal loan amount off or down in the first 60 days a prepayment penalty will be assessed equal to 60 days of interest less any interest already assessed. Late charge: There is a late charge equal to the greater of 5% of the payment amount or \$15.00 for any payment that is late. The late charge may be assessed if your payment is 3 days late. See the terms below for any additional information about nonpayment, default and prepayment refunds.			

Itemization of the Amount Financed:		Description of Pawns Motor Vehicle	
Amount given to you directly:	\$2,435.91	VIN:	1FTPW12V28KB28624
Amount paid on our prior loan to you:	\$2,514.09	Year:	2008
Amount paid to for	\$0.00	Make/Model/Series:	Ford F150 Lariat Supercrew
Plus Titling Fee:	\$0.00		
Plus Processing Fee to us (Prepaid Finance Charge):	\$100.00		
Equals "Principal Amount" of your loan:	\$5,050.00		
Less Prepaid Finance Charge:	\$100.00		
Equals Amount Financed:	\$4,950.00		

Definitions: In this Pawn Ticket and Agreement ("Pawn Agreement"), we, our, us, and Enterprise mean Sovereign Lending Solutions, LLC, P.O. Box 698, Pow Wow Trail, Watersmeet, Michigan 49969. Enterprise is an economic development arm, instrumentality, tribal enterprise, and limited liability company, of the Lac Vieu Desert Band of Lake Superior Chippewa (the Tribe). You, your, or consumer mean the borrower under this Pawn Agreement.

Motor Vehicle Title Pawn: You have agreed to pledge and pawn to Enterprise your 'Pawns Motor Vehicle' in exchange for the agreed Principal Amount shown above. The Pawns Vehicle includes the motor vehicle described above, the certificate of title to that motor vehicle, and any proceeds, accessories, attachments, accessions, replacements and additions to the motor vehicle, whether added now or later, together with all insurance proceeds and refunds of insurance premiums, if any, and all sums that may be due from third parties who may cause damage to the vehicle or from any insurer, whether due to judgment, settlement or other process. However, the Pawns Motor Vehicle does not include any non-purchase money household goods (as defined in 16 C.F.R. Part 444), or other consumer goods that consumer may acquire more than ten days after giving value unless such consumer goods are installed in or affixed to the vehicle. Except for the pawn interests in Enterprise's favor, consumer represents that there are no others liens, interests or encumbrances regarding the Pawns Motor Vehicle.

Loan Proceeds: You agree that we may disburse the pawn proceeds as set forth in the Itemization of the Amount Financed above, with the amount given to you directly being deposited by us by ACH credit to your designated depository account. You agree to pay a processing fee in the amount shown above. The processing fee is financed as part of the Principal Amount of the loan and accrues interest. The amount of any regular filings fees are covered by the processing fee. You further agree, however, that you will pay any additional filing fees or charges that may arise. In this connection, for example, you agree that we may deduct from the loan proceeds paid directly to you any outstanding traffic tickets, parking tickets, or other charges required by the motor vehicle department.

Possession and Use of Pawns Vehicle: During this transaction, the certificate of title to the Pawns Motor Vehicle shall be maintained in possession of the Enterprise and the Pawns Motor Vehicle may be maintained in your possession subject to the terms of this Pawn Agreement. Enterprise is permitted, but not required, to file notice of its pawn interest on the certificate of title or other applicable public filing office without prejudice to the nature of this transaction as a pawn transaction and without being treated as an secured transaction subject to Article 9 of the Uniform Commercial Code or similar statutes. Enterprise does not have any responsibility or liability whatsoever for the maintenance and use of the Pawns Motor Vehicle, including, without limitation, any damages or injury related to the Pawns Motor Vehicle. You agree not to use the Pawns Motor Vehicle for any illegal purpose. You agree to maintain the Pawns Motor Vehicle in its current condition, reasonable wear and tear excepted. Enterprise may make adjustments to the amounts you are required to pay if the Pawns Motor Vehicle is not delivered to or recovered by Enterprise

in that condition.

Your payment schedule and right to redeem the Pawns Motor Vehicle: You may redeem the Pawns Motor Vehicle by paying to Enterprise the Principal Amount shown above, plus daily-accrual interest at the rate of 0.4931% per day (equivalent to 179.98% or 180.47% annual interest rate, as applicable), in accordance with the due dates shown in the Payment Schedule above. Upon satisfactory completion of your redemption payment of all amounts owed in good and collected funds, Enterprise upon request will release the certificate of title to the Pawns Motor Vehicle to you.

Payments to Enterprise: You must pay Enterprise by (a) ACH debit to your designated depository account, (b) money order, wire transfer or cashier's check delivered to Enterprise at P.O. Box 698, Pow Wow Trail Watersmeet, Michigan 49969, or (c) such other method that we may authorize in writing from time to time. Before releasing the certificate of title or releasing any other rights, especially with respect to any redemption after repossession, Enterprise may require that payment be made in good and collected funds by money order, wire transfer or cashier's check.

Renewal Policy: While we are not legally required to do so, we may allow you to renew on the same terms unless you advise us in advance that you plan to pay in full on the final-payment due date. Any renewal is not binding on us unless you satisfy our conditions to renew (e.g., paying accrued charges) and we provide you with written confirmation of renewal. To avoid any misunderstandings, you may not assume that your transaction has been renewed unless you have received written confirmation from Enterprise.

Delivery of Pawns Motor Vehicle: If you do not wish to redeem, then you must advise us in writing before the loans' final-payment due date and immediately deliver the Pawns Motor Vehicle to Enterprise, in its current condition, reasonable wear and tear excepted, at the address for Enterprise listed above or at another address Enterprise may designate. To avoid any misunderstandings, you may not assume that you have properly made timely and adequate arrangements for delivery of the Pawns Motor Vehicle and satisfaction of your obligations under this Pawn Agreement unless you have received written confirmation from Enterprise.

Notice of Expiration of Right to Redeem: Enterprise may provide consumer with written notice of consumer's right, if any, to redeem the Pawns Motor Vehicle at any time within 10 calendar days from the date of repossession. Enterprise may not permit redemption by Consumer. If redemption is permitted a redemption fee equal the greater of 10% of the principal loan amount or \$500.00 will be assessed. This fee does not include any repossession fee or associated fees you may be required to pay.

Interest accrual: Interest accrues daily, both prematurity and post-maturity, on amounts due and owing at the rate of 0.4931% per day (equivalent to 179.98% or 180.47% annual interest rate, as applicable) until paid, subject to legal limits, if any. Interest accrues daily based upon when payments are received. This means the amount of accrued interest may be different from the amounts shown in the Payment Schedule above since the Payment Schedule above assumes that payments are made on the scheduled due dates. If you pay early, the amount of accrued interest may be less. If you pay late, the amount of accrued interest may be greater. Any adjustments based your actual payment history will be made in the amount of the final payment.

Allocation of payments: Payments are applied first to the accrued interest, next to any late charges or returned item fees, and finally to principal. Any partial prepayments will be applied to amounts owing in inverse order of maturity, which means that partial prepayments do not alter the timing or amount of scheduled payments but might cause an adjustment to the amount of the final payment. Any partial prepayments will not allow you to skip scheduled payments.

Late charges: You agree to pay a late charge equal to the greater of 5% of the payment amount or \$15.00 for any payment that is late. The late charge may be assessed if your payment is 3 days late.

Dishonored Item Fee: If any payment (including an ACH payment that you have authorized) is returned for any reason, you will owe a dishonor fee of \$30.00, and you agree that your account may be debited to collect these fees. You understand that your bank may charge you a fee if you do not have sufficient funds in your account to cover an ACH debit initiated by Enterprise.

Consumer's representations and warranties: Consumer represents and warrants that: (1) consumer has the right to enter into this Pawn Agreement and provide the Pawns Motor Vehicle; (2) consumer is not a debtor under any proceeding in bankruptcy and has no intention to file a petition for relief under any chapter of the United States Bankruptcy Code; (3) consumer is at least 18 years of age; (4) the Pawns Motor Vehicle is not stolen, and, except for the interests in Enterprise's favor, there are no liens or encumbrances against it; (5) consumer will not attempt to transfer any interest in the Pawns Motor Vehicle until all payments under this Pawn Agreement have been paid in full; (6) the Pawns Motor Vehicle will not be moved from consumer's state of residence except for personal travel not to exceed 15 days; (7) until such time that all amounts due under this Pawn Agreement are fully repaid, consumer will not attempt to seek a duplicate title to Pawns Motor Vehicle; and (8) consumer has fully disclosed to Enterprise all information regarding the current condition of the Pawns Motor Vehicle.

Insurance: Consumer acknowledges and agrees: (a) consumer has and will maintain at least minimum state-required liability insurance; (b) Enterprise will be named as an additional loss-payee with respect to any collision or property damage insurance with respect to the Motor Vehicle; and (c) at Enterprise's request, Enterprise may obtain at consumer's expense such additional insurance, if any, as Enterprise may request from time to time to protect Enterprise's interests.

Notices: Any notice that Enterprise is required to provide under this Pawn Agreement or applicable law will be declared reasonable if sent to consumer at the most current mail address or email address, or text message address on Enterprise's books and records. Any notice the consumer provides to Enterprise must be sent to Enterprise at its address indicated above, Attention: Consumer Complaint Department, or such other address as Enterprise may designate in writing from time to time.

Default: Consumer will be in default if any of the following happens: (1) consumer fails to make any redemption payment when due or fails to perform any other requirements under this Pawn Agreement; (2) consumer fails to deliver the Pawns Motor Vehicle when required under the terms of the Pawn Agreement; (3) any representation or statement made or furnished by consumer or on consumer's behalf is false or misleading in any material respect either now or at the time made or furnished; (4) consumer dies or becomes insolvent, or any proceeding is commenced either by consumer or against consumer under any bankruptcy or insolvency laws; (5) consumer fails to maintain consumer's depository account in good standing and in active status or fails to maintain the required amount of funds in consumer's account; or (6) Enterprise deems itself insecure.

Enterprise's rights in the event of default: Upon the occurrence of any event of default, Enterprise may, at its option, and without notice or demand, do any one or more of the following, alternatively or cumulatively to the extent permitted by law: (a) treat the whole outstanding balance, less any unearned charges, due and payable under this Pawn Agreement; (b) take possession of the Pawnsed Motor Vehicle pursuant to judicial process or without judicial process, or require consumer to return the Pawnsed Motor Vehicle to Enterprise at the address listed above or at another address Enterprise may designate; and (c) exercise all other applicable rights, powers and remedies. Enterprise shall not be required to account to consumer for any surplus, if any, recovered by Enterprise related to value of the Pawnsed Motor Vehicle.

Costs and expenses: Enterprise may recover from consumer reasonable attorneys' fees, legal expenses, and all other lawfully permitted costs incurred or paid in protecting and recovering possession of the Pawnsed Motor Vehicle, together with interest on all amounts, charges, fees, costs, expenses, and collection costs and fees at the loan rate of 0.4931% per day (equivalent to 179.98% or 180.47% annual interest rate, as applicable) from the date due to or advanced by Enterprise until paid, subject to legal limits, if any.

Notice and Waivers: Except for notices provided in this Pawn Agreement, consumer, and others responsible to the extent permitted by law, waive demand, notice of nonpayment, notice of intention to accelerate, notice of acceleration, presentment, and notice of dishonor. To the extent permitted by law, consumer, and others responsible, also agree: Enterprise may waive or delay enforcing Enterprise's rights without losing them; Enterprise is not required to file suit or arbitrate, show diligence in collection against consumer or others responsible, or go against any of the collateral; Enterprise may renew, refinance, or rearrange a transaction one or more times without consent; Enterprise may release or modify any person's liability without changing the liability of others; Enterprise may substitute, exchange or release the collateral; Enterprise may sue or arbitrate with one or more persons without joining or suing others.

Limited Recourse: This is a pawn transaction. If the Pawnsed Motor Vehicle is not redeemed, the Pawnsed Motor Vehicle and any payments made by you shall automatically be forfeited to Enterprise, and unqualified right, title, and interest in and to the Motor Vehicle shall automatically vest in Enterprise. Enterprise shall not be required to account for any surplus, if any, recovered by Enterprise related to value of the Pawnsed Motor Vehicle. Subject to the terms of this Pawn Agreement, you are not personally liable for any deficiency in the value of the Pawnsed Motor Vehicle versus the amounts owed provided you deliver the Pawnsed Motor Vehicle when required in its current condition, reasonable wear and tear excepted. As provided above, you agree to keep the Pawnsed Motor Vehicle in its current condition, reasonable wear and tear excepted. Enterprise may make adjustments to the amounts you are required to pay if the Pawnsed Motor Vehicle is not delivered to or recovered by Enterprise in that condition. Also, any limits on your liability under this 'limited recourse' provision do not apply in the event of any fraud or other misconduct on your part, including, without limitation, your creating or not disclosing additional liens, or intentionally concealing or damaging the Pawnsed Motor Vehicle. This 'limited recourse' provision further does not limit or impair any rights with respect to recovery of the Pawnsed Motor Vehicle or any amounts not covered by this 'limited recourse' provision.

GPS: You understand that the Pawnsed Motor Vehicle may be equipped with a GPS Device (Device). The Device is designed to ensure that you make payments on time as required by the Pawn Agreement. The Device includes a GPS (global positioning system) tracking unit that can determine at any time where your vehicle is located. The Enterprise or its designated assignee or representative will not provide any access to or record of the tracking unless required to do so by law, or to enforce any rights Enterprise or its designated assignee or representative may have to secure payment of any payments due under any contract between us and/or to secure repossession of the Pawnsed Motor Vehicle as allowed. You understand that the Device is the property of the Enterprise or its designated assignee. You further understand that if you tamper with, alter, disconnect or remove the Device, you will be considered in default under your Pawn Agreement and will be liable for the cost to replace the device. You understand that the Device must be returned to the Enterprise upon repayment of loan in full and that the lien will not be released on your title until it is received or until you pay the replacement cost. You understand that only the Enterprise or its authorized representatives are permitted to perform maintenance on the Device or any of its components should it be required. You agree to make the vehicle available to the Enterprise or its representatives, during their normal business hours. You understand that the Enterprise shall have full responsibility for the cost of all repairs to the device, except for repairs caused by your tampering with, altering, disconnecting or removing the device.

Enterprise authority: Consumer authorizes Enterprise to: (1) call or otherwise communicate with consumer during reasonable hours at home or work to remind consumer when my payment is due; and (2) communicate with consumer in the event of default on the transaction as allowed by law including calling consumer, communicating with consumer in writing or via email or text messaging, or communicating with consumer's personal contacts whom consumer identified in consumer's application to acquire location information.

Consent to Enterprise Communications: To electronically receive, view and save electronic communications from us, you must have an e-mail address, a smart phone, PDA or other device that can receive text messages or a telephone that is capable of recording our voice mail message to you. In connection with our communications with you, you acknowledge that you have that capability and you agree that we are authorized to send email, text messages, and voice mail to you, including using an automated voice and text message system, at the telephone numbers or email addresses you have provided to us. You have the option to receive any information that we have provided electronically in paper form at no cost to you. Your carrier may charge you for text messages and we are not responsible for those charges. You understand that we are not responsible for making a communication to an authorized address or phone number that is (1) retrieved by anyone other than you that you have permitted access to such address or phone number, (2) deleted by you or anyone else with access to your systems prior to retrieving the full message, or (3) unintelligible as a result of any equipment or systems of yours or your carrier. You may opt-out of this consent at any time by providing us written notice to Enterprise at its address indicated above, Attention: Opt Out Department, or by email to Enterprise at customerservice@titleloanamerica.com and putting in the subject line of the e-mail the words OPT-OUT, or by written communication to such other address as Enterprise may designate in writing from time to time. Your notice must include your name and each account number that you no longer wish to receive text or voice mail messages. To the extent permitted by law, your right to opt out does not apply to communications regarding your account or transactions you make with us.

Assignment: We may assign or transfer any or all of our rights, title and interest under this Pawn Agreement at our discretion. You agree that an assignee shall have the same rights and privileges as Enterprise. You may not assign your rights under this Pawn Agreement without our written consent.

Preservation of Sovereign Immunity: It is the express intention of the Tribe and Enterprise as a tribal enterprise fully to preserve, and not waive, in whole or in part, jurisdiction, sovereign governmental immunity and exclusive jurisdiction, and any and other rights, titles, privileges, and immunities, to which they are entitled. To protect all concerned, no person may assume that there has been a waiver of such matters except by express written declaration of the Tribe's Tribal Council that specifically references the waiver and matter in question.

Governing Law: This Pawn Agreement shall be governed by the laws of the Lac Vieux Desert Band of Lake Superior Chippewa Indians.

Consumer Notice About Tribal Sovereign Immunity and Tribal Consumer Complaint Department:

Sovereign Immunity: This Pawn Agreement is being submitted by you to Sovereign Lending Solutions, LLC, P.O. Box 698, Pow Wow Trail, Watersmeet, Michigan 49969, the Enterprise, which is an economic development arm, instrumentality, tribal enterprise, and limited liability company, of the Lac Vieux Desert Band of Lake Superior Chippewa ("Tribe"). The Tribe is a federally-recognized Indian Tribe and enjoys governmental sovereign immunity. In its contracts and dealings with you, the Tribe and Enterprise intend fully to preserve, and not waive, this sovereign immunity and exclusive jurisdiction. To the extent permitted by law, Enterprise intends that it may enforce its rights and remedies against you for amounts owed and any collateral or property without being subject to any defenses (other than payment in full), claims, counterclaims, set off, or recoupment. This means that because of sovereign immunity you will be limited in what matters, if any, you may be able to assert against the Enterprise, or the Tribe. Instead, the Tribe and Enterprise intend, to the extent permitted by law, that any complaint by you or on your behalf must be submitted solely to a Tribal Dispute Resolution Procedure.

Importance of complaints: It is important that you let know Enterprise if you have any complaints about the way that Enterprise handles your loan. By doing so, Enterprise can fix things when necessary, improve services, and consider ways as a sovereign tribal enterprise to satisfy legitimate complaints, while still preserving tribal sovereign immunity.

Tribal Consumer Complaint Department: As an accommodation to consumers, the Tribe and Enterprise have established a Tribal Dispute Resolution Procedure to receive and consider any and all types of complaints made by or on behalf of consumers in accordance with certain claims procedures. The Tribe and Enterprise intend, to the extent permitted by law, that any complaint by you or on your behalf must be submitted solely to a Tribal Dispute Resolution Procedure. The Tribal Dispute Resolution Administrator can be contacted at 561-417-8001. A copy of the Tribal Dispute Resolution Procedures may be obtained upon request. A person's complaint to the Enterprise shall be considered similar in nature to a petition for redress submitted to a sovereign government, without waiver of sovereign immunity, and does not create any binding procedural or substantive rights for a petitioner. Any determination by or on behalf of the Tribe, whether procedural or substantive, shall be made by the Tribe in its sovereign discretion.

Waiver of jury trial and class-action or consolidated procedures: You agree to the Tribal Dispute Resolution Procedure and recognize and agree that you will not have any right to trial by jury or the ability to pursue any complaint on a class-action or consolidated basis.

Entire Application; No Oral Agreements: For the protection of both you and us, you should not assume that you have any agreement with us on any item unless it is in writing and signed by us. This Pawn Agreement represents the final terms and conditions for your application and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no oral agreements between the parties. The terms and conditions of this Pawn Agreement may not be modified except in writing signed by the parties.

Severability: If any provision of this Pawn Agreement is determined to be invalid or unenforceable, such provision shall be reformed if practicable so as to achieve its intended purpose(s) and shall not in any way affect the remaining provisions of this Pawn Agreement, or, if necessary, severed with the remaining provisions remaining in full force and effect. Provided, nothing in this Pawn Agreement may be construed or modified so as to constitute a waiver of the Enterprise's or Tribe's sovereign immunity or exclusive jurisdiction.

Caution: This transaction is not intended to meet long-term financial needs. Repeated or frequent use can create serious financial hardships. Before entering into this transaction, you should evaluate the costs and benefits of alternatives, including, for example, a transaction from another credit or transaction provider, a loan from family or friends, a credit card advance, an advance under an account with overdraft protection, or a salary advance. If you do not redeem on time, you can lose your interest in your motor vehicle.

By electronically signing below: 1. Consumer represents that the information in consumer's Consumer Application is up-to-date, true, correct, and complete; 2. Consumer agrees to the ACH Authorization; 3. Consumer agrees to the Enterprise's current privacy policy; 4. Consumer agrees to this Pawn Ticket and Agreement; and 5. Consumer acknowledges receipt of a copy of each of these documents. This Pawn Ticket and Agreement is executed on [06/28/2013].

Enterprise's Signature: Sovereign Lending Solutions, LLC, by: [Craig Mansfield], its authorized representative.

Consumer's Electronic Signature: This Pawn Agreement will be deemed incomplete, and a loan will not be provided by us to you unless it is electronically signed below. By typing your last name and verifying your date of birth below, you are electronically signing and agreeing to all the terms of this Pawn Ticket and Agreement.

Last Name: [Bynon]

Borrower's Name as on Application: Breanda Bynon

Date of Birth (mm/dd/yyyy): [04/28/1975]

General Release

The undersigned party, **Breanda Bynon** (hereafter "Borrower") hereby acknowledges that he defaulted on his loan with the Lender (as defined below) on his **2008 Ford F150 Lariat Supercrew, VIN #1FTPW12V28KB28624**. The Lender deemed itself insecure and Lender exercised its right to take ownership of the vehicle. The Lender agrees to facilitate the return of the Borrower's vehicle and allow the Borrower to reinstate the loan for the amount of \$3,192.08, which the Customer paid on August 6th, 2014. The Borrower will be responsible to pay any fees at the repossession lot. In exchange for the Lender's agreement to facilitate the return of the vehicle under the conditions stated above and allow the Borrower to reinstate the loan, the Borrower does hereby remise, release and forever discharge Sovereign Lending Solutions, LLC and its respective affiliates, successors, subsidiaries and agents (hereafter, collectively referred to as the "Lender"), of and from all, and all manner of actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Borrower ever had, now has, will ever have, or which their heirs, executors, administrators or personal representatives hereafter can, shall or may for or by any reason of any matter, cause or thing whatsoever, arising from a loan made by Lender to Borrower under the Note.

The Borrower agrees that he will make arrangements to pick up the 2008 Ford F150 Lariat Supercrew within 30 days of the date of this Release. If the Borrower does not pick up the vehicle within 30 days, September 6th, 2014, ownership of the vehicle will revert to Lender.

The Borrower further agrees not to disclose information pertaining to this release or the security agreement to any person or entity except as required by law.

IN WITNESS WHEREOF, each party has executed this Release.

Borrower:

Lender:

BREANDA BYNON

Agent

ADDRESS: (PLEASE PROVIDE BELOW)

Exhibit P-4

General Release

The undersigned party, Breanda Bynon (hereafter "Borrower") hereby acknowledges that she defaulted on her loan with the lender as defined on her 2008 Ford F150 Lariat Super crew, VIN #1FTPW12V28KB28624. The Lender deemed itself insecure and Lender exercised its right to take ownership of the vehicle. The Lender agrees to facilitate the return of the Borrower's vehicle for the amount of \$1500.00 which the Borrower paid on 9/23/14. Remaining settlement amount of \$4892.00 will be paid on or before October 6th 20014. This settlement offer will be void if not paid by October 7th 2014. The Borrower will be responsible for any payment due to the Repossession Lot in order to redeem the vehicle. In exchange for the Lender's agreement to facilitate the return of the vehicle and allow the Borrower to reinstate the loan under the conditions stated above, the Borrower does hereby remise, release and forever discharge Sovereign Lending Solutions, LLC and its respective affiliates, successors, subsidiaries and agents (hereafter, collectively referred to as the "Lender"), of and from all, and all manner of actions, causes of action, suits, proceedings, debt, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Borrower ever had, now has, will ever have, or which their heirs, executors, administrators or personal representatives hereafter can, shall or may for or by any reason of any matter, cause or thing whatsoever, arising from a loan made by Lender to Borrower under the Note.

The Borrower agrees that she will make arrangements to pick up the 2008 Ford F150 Lariat Super Crew within 30 days of the date of this Release. If the Borrower does not pick up the vehicle within 30 days, October 7th, 2014, ownership of the vehicle will revert to Lender.

The Borrower further agrees not to disclose information pertaining to this release or the security agreement to any person or entity except as required by law.

IN WITNESS WHEREOF, each party has executed this Release.

Borrower:

Lender:

Breanda Bynon

Exhibit P-5

Agent

Address Required

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Customer Sign In:

Easy Step 1.

Complete our easy loan application. Our Application is very safe and friendly.

Easy Step 2.

Get approved quickly. You have immediate needs, we move fast!

Easy Step 3.

Receive cash in your account. Your money is transferred to you quickly.

Welcome to Title Loan America!

Need cash fast? We can help you pay your bills, get a vehicle fixed, or prevent overdraft fees. Title Loan America is committed to you!

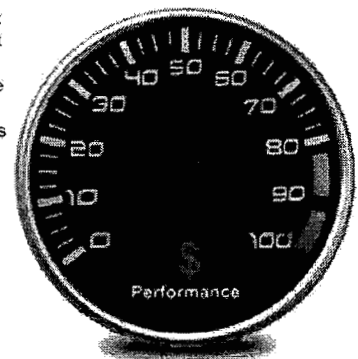
Easy and Convenient Payback Plan

With a loan from Title Loan America you control when the principal is paid back. The loan term is approximately 1 year with an interest payment due every 30 days. This leaves the decision of when to pay down the loan in your hands. With no prepayment penalty on loans under \$5k you could pay off in 1 month or pay down throughout the year.

The choice is yours. We have a solution that will help you out when you need it the most. Your title is collateral and why not use this investment to your advantage. You spent years paying off your vehicle, so let us help you turn your investment into cash when you need it.

Let's Bring Your Funds Up A Notch!

You have a need for extra support and we understand completely. Let us help you get back on track with our Fast, Easy and Convenient Title Loan. We have the key to extra funds in a hurry. Our few easy steps will have you rolling in no time!



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Exhibit P-6

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Our commitment to you

Title Loan America is a website owned and operated by Sovereign Lending Solutions, LLC, a company making credit available to individuals that need a bit of financial help. Everyone, now and then finds that their wallet doesn't stretch as far as we need it to; that's where Title Loan America steps in. With you in mind we developed an application process so that we can get your money in your bank account without taking much of your time.

Our goal is to build a long term relationship with you. As a Title Loan America customer, you will receive a quick, safe, and easy experience every time you need our service. Over time we will be adding new products and services to better meet your financial needs. Continue to visit our website for updates. Just click on Other Products to see the additional products and services we offer.

Drop a line to let us know how we may serve you better. customer.service@titleloanamerica.com

Consumer Notice About Tribal Sovereign Immunity:

Sovereign Immunity: If you apply for a loan, your lender is Sovereign Lending Solutions, LLC, P.O. Box 249, Pow Wow Trail, Watersmeet, Michigan 49969, the Enterprise, which is an economic development arm, instrumentality, tribal enterprise, and limited liability company, of the Lac Vieu Desert Band of Lake Superior Chippewa ("Tribe"). The Tribe is a federally-recognized Indian Tribe and enjoys governmental sovereign immunity. In its contracts and dealings with you, the Tribe and Lender intend fully to preserve, and not waive, this sovereign immunity and exclusive jurisdiction. To the extent permitted by law, Enterprise intends that it may enforce its rights and remedies against you for amounts owed and any collateral or property without being subject to any defenses (other than payment in full), claims, counterclaims, set off, or recoupment. This means that because of sovereign immunity you will be limited in what matters, if any, you may be able to assert against the Enterprise, or the Tribe. Instead, the Tribe and Enterprise intend, to the extent permitted by law, that any complaint by you or on your behalf must be submitted solely to a Tribal Dispute Resolution Procedure

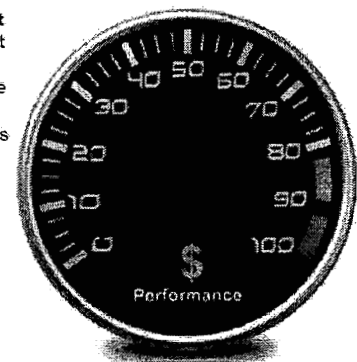
Tribal Consumer Complaint Department:

Importance of complaints: It is important that you let Enterprise know if you have any complaints about the way that Enterprise handles your loan. By doing so, Enterprise can fix things when necessary, improve services, and consider ways as a sovereign tribal enterprise to satisfy legitimate complaints, while still preserving tribal sovereign immunity and exclusive jurisdiction. Tribal Consumer Complaint Department: As an accommodation to consumers, the Tribe and Enterprise have established a Tribal Dispute Resolution Procedure to receive and consider any and all types of complaints made by or on behalf of consumers in accordance with certain claims procedures. The Tribe and Enterprise intend, to the extent permitted by law, that any complaint by you or on your behalf must be submitted solely to a Tribal Dispute Resolution Procedure. The Tribal Dispute Resolution Administrator can be contacted at 561-417-8001. A copy of the Tribal Dispute Resolution Procedures may be obtained upon request. A person's complaint to the Enterprise shall be considered similar in nature to a petition for redress submitted to a sovereign government, without waiver of sovereign immunity and exclusive jurisdiction, and does not create any binding procedural or substantive rights for a petitioner. Any determination by or on behalf of the Tribe, whether procedural or substantive, shall be made by the Tribe in its sovereign discretion.

Let's Bring Your Funds Up A Notch!

You have a need for extra support and we understand completely. Let us help you get back on track with our Fast, Easy and Convenient Title Loan. We have the key to extra funds in a hurry. Our few easy steps will have you rolling in no time!

APPLY NOW!



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Our Process Is Fast, Easy and Convenient

We are now able to offer title pawns to customers all across the United States.

The title pawn works very much like a loan, you may borrow up to your approved amount and repay at any time as long as you make the minimum payment amounts. Loans vary from a minimum of \$1,000 to as high as \$15,000*.

The pawn term is approximately 1 year with the principal due at the end of the loan. Each scheduled payment is thirty days apart and will go toward the pawns interest with the ability to pay down or off at any time without a prepayment penalty on loans under \$5k. As part of the application process, you will need to fax or email the following supporting documents to qualify:

- A valid driver's license (From the state where you live)ii>
- Your most recent pay stub (Last 2 months bank statements for self-employed)
- Proof of Insurance (Minimum of liability)
- Two local references (Name, Address and Phone Number)
- Pictures of Vehicle
- Front and Back of Title
- Other Documents as Requested

Fax your documents to (877) 471-7921 or send scanned images of documents to: info@titleloanamerica.com

* not all applicants qualify for the maximum amount.

Well there's not much to it:

- Go to [Apply Now](#) and submit your application
- Get the required documents to us
- Install GPS
- Get the funds deposited into your checking account
- Go ahead and use your money as soon as it's available to you

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Leave The Rest To Us

Applying online is quick, safe, and easy. [Apply Now](#)

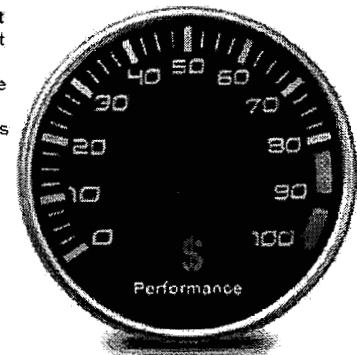
Title Loan America has made getting the cash you need easier than ever. Your money is only a few clicks away, the application is quick, safe, and easy. Before you know it you will have the fast cash you need to help with your unexpected expenses.

Imagine the possibilities; apply and get approved today then have the money deposited directly into your bank account as soon as tomorrow. You don't have to have perfect credit. The money can be used to help with unexpected expenses such as medical bills, auto repairs, rent, family emergencies, and to prevent bounced and NSF checks.

Let's Bring Your Funds Up A Notch!

You have a need for extra support and we understand completely. Let us help you get back on track with our Fast, Easy and Convenient Title Loan. We have the key to extra funds in a hurry. Our few easy steps will have you rolling in no time!

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Our Application Is Fast, Easy And Convenient

Please don't forget your password since you will need it after to access your account.

- 1. Account Information
- 2. Personal Information
- 3. Work / Vehicle Information
- 4. Loan / Bank Information
- E-Signature

Contact Information

First Name* Middle Name Last Name*

Phone Number* Phone Type*

Create a User Account

Email Address*

Create Password*

Confirm Password*

Military Status

Are you regular, dependant or reserve member of the Army, Navy, Marine Corps, Air Force or Coast Guard*

* All fields must be filled out before you go to the next step of the application.

SAVE & NEXT STEP

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You Have Questions... We Have Answers

We understand you have important questions and that is why we have put together a collection of the most frequently asked questions from our most loyal customers. We know specific information needs to be clearly passed on and when your satisfied, we are satisfied. This is why we have created a list of FAQ's to help you quickly understand how fast, easy, and efficient our title loan process is. We hope these questions and answers are very helpful to you.

What is a Title Pawn?

Title Pawn is an secured transaction which you repay over a specific period of time with set payments to coincide with your pay date. Customers use Title Pawns to help cover short-term financial needs, typically due to an unexpected expense. Many customers use the money to avoid expensive bounced-check fees, disconnection of utilities, and other less desirable credit options.

What are the other names used when referring to a Title Pawn?

The following is a list of names when referring to a Title Pawn:

Fast Cash, Fast Cash Loans, Faxless Title Loan Loans, Faxless Title Loan, Loan Advance, Advance Loan, Paystub Advance, Paystub Advance Loan, Paystub Loan, Holiday Loan, Bad Credit Loan, and Bad Credit Online Loan.

How do I get a Title Pawn from Title Loan America?

It's as easy as ABC.

- At least 18 years old (residents of Alabama and Nebraska must be at least 19 years old) Bank account- Must have a valid checking account
- Citizen – Must be either a US Citizen or a permanent resident
- Deposit – Must have the ability to receive funds by ACH
- Employed – Must be currently employed: SSI, long term disability, child support, alimony are accepted

Once you have completed the Title Pawn Application and have been approved, Title Loan America electronically deposits the money into your checking account by the next business day. When a Title Pawn payment is due, Title Loan America simply debits the amount of the regularly scheduled payment from your checking account.

How much may I borrow using a Title Pawn?

We use a number of items as part of our underwriting. No single factor is used to determine how much you qualify to receive using a Title Pawn, we suggest you [Apply Now](#) to determine how much you might receive. But since you were wondering, we lend as much as \$50,000.

When will I get my money from my Title Pawn?

As soon as your pawn has been processed, e-signed, approved and your title has been received we will fund your checking account for the proceeds. The entire processing through approval may be completed in as little as an hour. Suppose you apply on a Wednesday afternoon and are approved, you can have money in your hand as soon as Friday morning.

May I have more than one Title Pawn?

No

What documents may I be requested to fax over?

- All pages of your most recent bank statement
- Most two most recent pay stub

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Title Loan America - FAQ's

- A copy of your state issued drivers license
- Copy of a voided check
- 4 local references
- Other Stipulations as requested
- Please note that you may either fax your document to (877) 471-7921 or scan your documents and email them to info@titleloanamerica.com.

We need to receive this information within 2 days of your application. If you are requested to fax in supporting documents and we do not receive it by 3:00 PM ET on the 2nd day of your application, we will unfortunately be unable to provide further consideration to your request for credit. At that time, you would need to reapply.

When will I hear back from Title Loan America?

If you have completed a Title Loan America application, you will receive notification via email. After you have e-signed your loan agreement, you will receive a copy of the loan agreement via email. One day prior to a loan payment becoming due, you will receive notification of the upcoming payment. If you do not see any emails from Title Loan America as you progress through the process, please check your junk/bulk mail folder. Otherwise you may log back into [your account](#) using your email address and password to view your documents.

Who may I contact, as I have additional questions?

You may call (888) 277-4818 directly, or send an email to info@titleloanamerica.com.

Cost of Credit?

Details vary, to find out what you qualify for [Apply Now](#).

Can I pay early?

Yes, we do not charge a prepayment penalty, and if you do pay early your interest will be adjusted so you are only charged for the days the loan is outstanding.

If I don't have enough on my payday to cover the balance, may I obtain an extension?

You may receive an extension but will be required to pay the interest due on the due date, we encourage you to pay some toward reducing your principal loan balance at the time of the extension. If you do pay extra toward principal, you will reduce the amount of interest you would otherwise pay.

May I cancel this loan if I decide against it?

No, there is no cooling off period. Once the contract is signed you will be responsible for the processing fee as well as however many days interest have accrued.

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Customer Sign In

Here are some helpful ways to communicate with us:

Should you have any pressing concerns, or you just need some quick information, please see our contact info categories below. You can contact us via mail, phone, or E-mail. We hope to serve you soon and have a wonderful day.

Mailing Address:

Sovereign Lending Solutions LLC
P.O. Box 477, Boca Raton, FL 33429

Phone Applications:

To Apply: (888) 277-4818

Existing Customers:

Call Now: (855) 221-3282

E-Mail Contact:

customerservice@titleloanamerica.com

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2008 Ford F150 SuperCrew Cab Pricing Report

Sell To Private Party



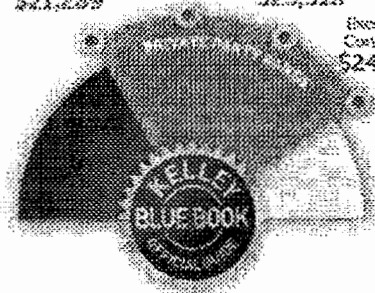
Style: Lariat Pickup 4D 5 1/2 ft
Mileage: 65,000

Sale Condition	Good Condition	Very Good Condition	Excellent Condition
\$21,200	\$22,904	\$23,510	\$24,114

Vehicle Highlights

Fuel Economy: City 13/Hwy 17/Comb 14 MPG	Max Seating: 6
Doors: 4	Engine: V8, 5.4 Liter
Drivetrain: 4WD	Transmission: Automatic, 4-Spd w/Overdrive
EPA Class: Standard Pickup Trucks	Body Style: Pickup
Country of Origin: United States	Country of Assembly: United States

Prb



Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

<p>Engine V8, 5.4 Liter</p> <p>Transmission Automatic, 4-Spd w/Overdrive</p> <p>Drivetrain 4WD</p> <p>Braking and Traction ABS (4-Wheel)</p>	<p>Comfort and Convenience Keyless Entry Air Conditioning Power Windows Power Door Locks Cruise Control</p> <p>Steering Power Steering Tilt Wheel</p> <p>Entertainment and Instrumentation AM/FM Stereo MP3 (Single Disc)</p> <p>Safety and Security Dual Air Bags</p>	<p>Seats Power Seat Leather</p> <p>Wheels and Tires Alloy Wheels</p>
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Glossary of Terms

Kelley Blue Book® Trade-in Value - This is the amount you can expect to receive when you trade in your car to a dealer. This value is determined based on the style, condition, mileage and options indicated.

Trade-In Range - The Trade-In Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week based on the style, condition, mileage and options of your vehicle when you trade it in to a dealer. However, every dealer is different and values are not guaranteed.

Tip:

It's crucial to know your car's true condition when you sell it, so that you can price it appropriately. Consider having your mechanic give you an objective report.

Exhibit P-7

Kelley Blue Book® Private Party Value - This is the starting point for negotiation of a used-car sale between a private buyer and seller. This is an "as is" value that does not include any warranties. The final price depends on the car's actual condition and local market factors.

Private Party Range - The Private Party Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week for a vehicle with stated mileage in the selected condition and configured with your selected options, excluding taxes, title and fees when selling to a private party.

Excellent Condition - 3% of all cars we value. This car looks new and is in excellent mechanical condition. It has never had paint or bodywork and has an interior and body free of wear and visible defects. The car is rust-free and does not need reconditioning. Its clean engine compartment is free of fluid leaks. It also has a clean title history, has complete and verifiable service records and will pass safety and smog inspection.

Very Good Condition - 23% of all cars we value. This car has minor wear or visible defects on the body and interior but is in excellent mechanical condition, requiring only minimal reconditioning. It has little to no paint and bodywork and is free of rust. Its clean engine compartment is free of fluid leaks. The tires match and have 75% or more of tread. It also has a clean title history, with most service records available, and will pass safety and smog inspection.

Good Condition - 54% of all cars we value. This car is free of major mechanical problems but may need some reconditioning. Its paint and bodywork may require minor touch-ups, with repairable cosmetic defects, and its engine compartment may have minor leaks. There are minor body scratches or dings and minor interior blemishes, but no rust. The tires match and have 50% or more of tread. It also has a clean title history, with some service records available, and will pass safety and smog inspection.

Fair Condition - 18% of all cars we value. This car has some mechanical or cosmetic defects and needs servicing, but is still in safe running condition and has a clean title history. The paint, body and/or interior may need professional servicing. The tires may need replacing and there may be some repairable rust damage.

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Exhibit P-8

Tribally Owned and Operated Businesses

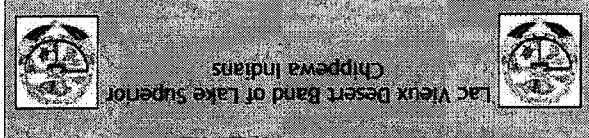
Red Rock Tribal Gaming, LLC (A Subsidiary of American Tribal Gaming, LLC) (NMI, Gaming, etc.)
 License (NMI, Tribal Gaming)
 Certificate of Good Standing (2014 05 09 Certificate of Good Standing, 2014)

Duck Creek Tribal Financial, LLC
 Duck Creek Tribal Financial, LLC (A Subsidiary of American Tribal Gaming, LLC) (NMI, Gaming, etc.)
 License (NMI, Tribal Gaming)
 Certificate of Good Standing (2014 05 09 Certificate of Good Standing, 2014)

Lac Vieux Desert Tribal Gaming, LLC (A Subsidiary of American Tribal Gaming, LLC) (NMI, Gaming, etc.)
 License (NMI, Tribal Gaming)
 Certificate of Good Standing (2014 05 09 Certificate of Good Standing, 2014)

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Lac Vieux Desert Tribal Financial Services
 Regulatory Authority
CONSUMER ALERT:
 Sovereign Lending Solutions, LLC, a tribal owned and operated company, is a member of the Lac Vieux Desert Band of Lake Superior Chippewa Indians, (LSD) and is a subsidiary of American Tribal Gaming, LLC. If you have any questions or concerns please contact the local financial services regulatory authority at the provided URL.



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Council of Economic Advisors
 U.S. Department of the Treasury

