

Affidavit

I, Isiah A. Jones, III, declare under penalty of perjury that the facts recited below are true and correct to the best of my knowledge, information, and belief:

1. I am a citizen of Pennsylvania and reside at 721 Engle Street in the City of Chester.
2. During November 2017, I was searching for a small loan to use for household expenses.
3. I was looking for a lender who would give me a loan despite the fact that I have poor credit.
4. I searched on the internet for a lender from my computer in Pennsylvania and found the website for RadiantCash.com ("Radiant") .
5. Radiant said it on its website that it was located in Lac Du Flambeau Wisconsin, but Radiant did not require me to travel to Wisconsin to obtain a loan. Instead, Radiant allowed me to sign up for a loan from my computer in Pennsylvania.
6. Attached to the complaint as Exhibit P-1 are true and correct screen shots of the Radiant website.
7. On the website, Radiant invited me to apply for the loan online.
8. I filled out an online loan application on the Radiant website in which I provided information about my identification, employment, and bank accounts, including the routing and account number for my checking account at Sun East Federal Credit Union. Exhibit P-1 at 1.
9. After filling out the online application, a representative from Radiant called me on the phone in Pennsylvania to discuss my loan application. The representative reviewed with me the information I submitted online. Exhibit P-1 at 2.
10. Radiant approved me for a loan and gave me access online to a loan agreement prepared specifically for me to accept online in Pennsylvania. Exhibit P-1 at 2 and Exhibit P-4.

11. I accepted two agreements online with Radiant to obtain the loan. I accepted a loan agreement and an agreement authorizing Radiant to make deposits and withdraws from my account in Pennsylvania at Sun East Federal Credit Union. Exhibit P-4.

12. Following my acceptance of the contracts, Radiant wired loan funds into my account in Pennsylvania, and thereafter began to debit the account according to the payment schedule.

13. Radiant debited my account at Sun East Federal Credit Union biweekly from December 2017 until about May 2018, during which time Radiant withdrew over \$1,100.

14. At that point, I instructed Sun East to disallow further withdraws by Radiant. Despite the fact that I had paid Radiant over \$1,100 on a \$400 loan, Radiant still considered me indebted and made numerous calls to me on my phone in Pennsylvania to demand payment of the balance.



Isiah A. Jones, III,

Dated: 9/20/2019