STATE OF MICHIGAN CIRCUIT COURT FOR THE 30TH JUDICIAL CIRCUIT INGHAM COUNTY

BILL SCHUETTE, ATTORNEY GENERAL OF THE STATE OF MICHIGAN, *ex rel* The People of the State of Michigan,

Case No. 16- 30 -CP

HON.

Plaintiff,

WILLIAM E. COLLETTE

LIQUIDATION, LLC; also doing business as: VEHICLE LIQUIDATION LLC, AUTOLOANS, LLC; AUTO LOANS, LLC; CAR LOAN, LLC; SOVEREIGN LENDING SOLUTIONS, LLC; SOVEREIGN LENDING, LLC, MANAGEMENT SOLUTIONS, LLC; LOAN SERVICING SOLUTIONS, LLC; and WILLIAM MCKIBBIN, III, INDIVIDUALLY; MARK EDWARD WIENER, INDIVIDUALLY, et al.

Defendants.

COMPLAINT FOR EX PARTE TEMPORARY RESTRAINING ORDER, PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF, AND FOR AN ORDER TO SHOW CAUSE WHY A PRELIMINARY INJUNCTION SHOULD NOT BE ISSUED

This Complaint contains a request, pursuant to MCR 3.310B, for entry of a Temporary Restraining Order and for an Order to Show Cause Why a Preliminary Injunction Should Not Issue, which is supported by attached Affidavits and Motion and Brief.

INTRODUCTION

Defendants solicited, sold, and collected unlawful and unconscionably high,

triple-digit interest vehicle title loans to Michigan victims. Since 2013, Defendants

made more than 400 such loans and is still listed as a lienholder on more than 400

vehicle titles. Defendants charge an average loan interest rate of 231% APR; a rate

in direct violation of permissible interest rates afforded by Michigan law and constituting criminal usury under MCL 438.41. Defendants' loans further impose a final balloon payment in amounts exceeding the principal amount loaned, vastly enhancing, if not assuring, the likelihood of borrower default. Defendants are actively repossessing and transporting vehicles associated with these loans. As a result, hundreds of Michigan residents face threats of imminent vehicle repossession and ongoing financial loss in payment of illegal interest. Defendant Liquidation, LLC (and aliases) is not licensed or registered to offer pawn or consumer finance loans in the State of Michigan, nor registered as a company authorized to transact any business in Michigan as required by MCL 450.5002. The Attorney General brings this action to stop Defendants' ongoing, unlawful conduct and to obtain other appropriate remedies as provided by Michigan law.

PARTIES

1. Michigan Attorney General Bill Schuette, on behalf of the People of the State of Michigan, Plaintiff herein, brings this action in his official capacity pursuant to authority granted by the Michigan Consumer Protection Act ("MCPA"), MCL 445.901 *et seq.*, the Regulation of Collection Practices Act ("RCPA"), MCL 445.251 *et seq.*, the Michigan Limited Liability Company Act, MCL 450. 5001, *et seq.*, and the general statutory and common law authority of the Attorney General to act on behalf of the welfare of the citizens of this state, including the initiation of actions on behalf of the people of the State of Michigan; such authority being liberally construed. MCL 14.28, *In Re Certified Question From the U.S. District Court For the Eastern District of Michigan County of Wayne v Philip Morris Inc.*, *et*

al, 465 Mich 537 (2002), Chiropractic Association v Kelley, 79 Mich App 789 (1977), Michigan ex rel Kelley v CR Equipment Sales, Inc., 898 F Supp 509 (WD Mich 1995).

2. Common law sources of the Attorney General's authority also include the *parens patriae* doctrine. "Under that doctrine, a state may act on behalf of its citizens in a lawsuit if its sovereign or quasi-sovereign interests are implicated. Inherent in the concept of quasi-sovereign interests is protection of the public interest." *Kelley v Carr*, 442 F. Supp. 346, 356 (WD Mich, 1977), aff'd in part, rev'd in part, 691 F.2d 800 (CA 6, 1980).

 Defendant Liquidation, LLC d/b/a Vehicle Liquidation, LLC is an Indiana foreign limited liability corporation organized in the Cook Islands, New Zealand.

4. Defendant has failed to obtain a certificate of authority to transact business in Michigan, contrary to MCL 450.5002.

5. Liquidation, LLC operates or has operated under the aliases AutoLoans, LLC, Auto Loans, LLC, Car Loan, LLC, Sovereign Lending, LLC, Sovereign Lending Solutions, LLC, Management Solutions, LLC, Loan Servicing Solutions, LLC, and possibly other yet-to-be identified names; (hereafter, except where otherwise stated, collectively referred to as "Defendant"). The term "Defendant" also includes Defendant's officers, agents, employees and any other person or business entity in active concert or participation with Defendant, or acting under its direction and control, or as its successor, in the acts and practices set forth in this Complaint.

6. Defendant operates from numerous addresses, many of which are merely 'virtual offices' or commercial mail boxes. Addresses identified as being associated with the Defendant include: 6170 W. Lake Mead Blvd, Las Vegas, Nevada 89108; 1930 Village Center, Las Vegas, Nevada 89134; 433 Plaza Real, Suite 275, Boca Raton, Florida 33432; P.O. Box 477, Boca Raton, Florida 33427; 500 NE Spanish River, Boca Raton, Florida 33431; 101 W. Ohio St., Suite 2000B, Indianapolis, Indiana 46204; 117 Broadway, Suite 100, Chesterton, Indiana 46304; and P.O. Box 11, Rarotonga, Cook Islands.

7. Individual Defendants William McKibbin, III and Mark Edward Weiner, (hereafter, except where otherwise stated, collectively referred to as "Individual Defendants"), are managers, members, or authorized persons who authorize, direct, or participate in the transaction of business in this State on behalf of the Defendant.

JURISDICTION AND VENUE

8. Defendant transacts business and engages in trade or commerce within Michigan by selling personal consumer loans to and ongoing collection and receipt of loan payments from consumers throughout Michigan.

9. Defendant further transacts business and otherwise engages in activities substantially connected with Michigan by collection activities directed against Michigan consumers deemed to be in default on loans made by Defendant, including repossession and subsequent sale of vehicles titled in and owned by Michigan consumers. In doing so, Defendant engages and enters into contracts

with Michigan companies for vehicle towing, transport, sale, and other related services.

10. Defendant's business transactions and activities within the State also includes the sale of vehicles repossessed from Michigan consumers to used car dealers located in Michigan.

11. Defendant, and the Individual Defendants managing and authorizing the transaction of business on Defendant's behalf, purposefully directed its activities to Michigan residents, this litigation arises out of those contacts, and Defendant's activities are substantially connected with Michigan, such that the exercise of personal jurisdiction over Defendant and the Individual Defendants is reasonable and comports with fair play and substantial justice.

12. Jurisdiction and venue is properly brought in the Ingham County Circuit Court; MCL 600.715, MCL 445.905(1), *Jeffrey v Rapid American Corp.* 448 Mich 178, 186-187 (1995). As an action brought by the Attorney General in the name of the People of the State of Michigan, venue in this Court is also proper pursuant to MCL 600.1631 and MCL 14.102.

13. On December 7, 2015, the Attorney General issued a Cease and Desist Order pursuant to MCL 445.253 and Notice of Intended Action to Defendant pursuant to MCL 445.905(2).

FACTUAL ALLEGATIONS

Defendants Obtain Consumer's Vehicle Title and Require Placement of GPS Before Issuing Triple-digit Interest Loan

14. Defendant enters into consumer loans in Michigan and elsewhere in amounts ranging from \$1,000 to \$5,000, secured by a vehicle owned by the borrower. Defendant is listed as a lien holder on the vehicle's title, which is then maintained in Defendant's possession while the borrower has continued possession and use of the vehicle.

15. As a further condition of the loan, consumers must first install a GPS tracking device provided by Defendant on their vehicle (facilitating subsequent repossession).

16. Defendant's loans carry triple-digit interest rates; on average in excess of 231% APR.

17. Loans are generally to be repaid over 6 or 12 months; with a final large balloon payment in an amount exceeding the principal loan amount received by the borrower.

Defendant's "Pawn Ticket" Loan Documentation Routinely Is Not Provided to Borrowers, and Violates Michigan Law

18. Defendant holds itself out as a pawnbroker, labeling its loan agreement a "Pawn Ticket and Agreement" and the loan a "pawn transaction." An illustrative copy of a Pawn Ticket and Agreement presented to a Michigan consumer after repeated requests is attached as Exhibit 2 to the Canfield Affidavit at Tab A.

19. Defendant is holding itself out as a pawnbroker, but is not authorized or licensed to act as a pawnbroker in the state of Michigan, in violation of MCL 446.201.

20. By charging triple-digit interest rates via the Pawn Ticket and Agreement, Defendant is in violation of the Michigan Criminal Usury Act, MCL

438.41, providing:

A person is guilty of criminal usury when, not being authorized or permitted by law to do so, he knowingly charges or received any money or other property as interest on the loan or forbearance of any money or other property, at a rate exceeding 25% at simple interest per annum or the equivalent rate for a longer or shorter period.

21. Defendant's triple-digit interest rates are also in violation of the

Michigan Pawnbroker Act, which prohibits a pawnbroker from charging or receiving

interest in excess of 3% per month (36% per annum); MCL 446.209(1),(3).

22. In addition to charging impermissibly high interest rates, Defendant's

Pawn Ticket and Agreement fails to include the following language required by

section 8 of the Michigan Pawnbroker Act, MCL 446.208:

If interest or charges in excess of 3% per month...are asked or received, this loan is void and of no effect; and the borrower cannot be made to pay back the money loaned, any interest on the loan, or any charges or any part of the charges, and the pawnbroker loses all right to the possession of the goods, article, or thing pawned, and shall surrender the item to the borrower or pawner upon due demand for the item.

23. Consumers are not routinely provided a copy of the Pawn Ticket and Agreement, and if they are it is not until after the loan is made and receipt of the borrowed funds. 24. Consumers are not aware of the balloon payment, triple-digit APR interest rate, or pawn form of the loan transaction prior to finalizing the loan and receipt of the borrowed funds.

25. Defendant's Pawn Ticket and Agreement states that payments are applied first to the accrued interest. Canfield Affidavit, ¶8d, Tab A.

26. Defendant's Pawn Ticket and Agreement states that Defendant may repossess the pawned vehicle upon borrower's default in payment, or even absent default if Defendant "deems itself insecure," without prior notice to the consumer borrower. Canfield Affidavit, ¶8f, Tab A.

27. Defendant's Pawn Ticket and Agreement further states that Defendant is not required to account to and pay the borrower for any surplus received via vehicle repossession and subsequent sale, contrary to the Uniform Commercial Code, MCL 440.9608(1)(d). Canfield Affidavit, ¶8f, Tab A.

28. The Pawn Ticket and Agreement also states that any consumer dispute arising out of the Agreement must be submitted to arbitration administered by the "Arbitrators' and Mediators' Institute of New Zealand," held in Auckland, New Zealand; with the consumer responsible for one-half of the mediator's fee and the entirety of his or her expenses incurred in attending the arbitration. Canfield Affidavit, ¶8g, Tab A.

29. Defendant repeatedly represents, directly and indirectly through collection conduct, that it is legally entitled to charge and collect all principal, interest, and other charges associated with the Pawn Ticket and Agreement loans,

repossess the pledged vehicle (without prior notice), and retain subsequent sale proceeds without any accounting or payment of sale surplus.

At Least 440 Michigan Consumers Impacted

30. At least 440 Michigan residents have entered into purported Pawn Ticket and Agreement loans with Defendant. Bueter Affidavit, ¶7, 8, Tab B.

31. From January 24, 2014 through June 23, 2015, Defendant has repossessed at least 61 vehicles with Michigan titles, and obtained a new title in the name of Liquidation, LLC through application to the Indiana Department of Motor Vehicles. Canfield Affidavit, ¶11, Tab A.

32. Defendant has contracted with and retained the services of Michigan towing and transport companies to repossess and transport Michigan vehicles associated with the loans to Michigan auction houses for sale.

33. Defendant has sold numerous repossessed vehicles to used car dealers in Michigan. Bueter Affidavit, ¶8, Tab B.

Ex Parte Issuance of Temporary Restraining Order is Necessary

34. Defendant currently has one such vehicle sitting at a towing company's lot in Mt. Clemens, Michigan, where it is subject to being transported for sale at auction or other like disposition at any time. May Affidavit, ¶6, Tab C.

35. Defendant also has twelve vehicles at an auction house in Carlton, Michigan and is attempting to arrange disposition of such vehicles. May Affidavit ¶9, Tab C.

36. Providing Defendants advance notice may cause Defendants to take immediate action to remove vehicles from the State causing irreparable injury to Michigan consumers.

37. Legal remedies, including extensive civil penalties and even possible enforcement of Michigan's criminal statutes are inadequate to protect the public from Defendants' ongoing conduct.

VIOLATIONS OF MICHIGAN LAW COUNT I

VIOLATION OF THE REGULATION OF COLLECTION PRACTICES ACT

38. Plaintiff incorporates paragraphs 1 through 35 as though fully set forth.

39. Defendant is a "Regulated Person" subject to the Regulation of Collection Practices Act, (MCL 445.251(g)), by engaging in collection action pursuant to its loans with Michigan consumers through vehicle repossession, lien enforcement, and vehicle resale.

40. Defendant's conduct in collecting on unauthorized loans with usurious interest rates violates the RCPA by conduct including but not limited to: "misrepresenting in a communication with a debtor 1 or more of the following: i) the legal status of a legal action being taken or threatened; ii) the legal rights of the creditor or the debtor." MCL 445.252(f)(i), (ii).

41. Plaintiff proceeds pursuant to sections 4 and 6 of the RCPA, MCL 445.254, MCL 445.256(1), which authorize the Attorney General to bring an action to restrain, by temporary or permanent injunction, an act or practice in violation of

the RCPA, civil fine of \$500 per violation, and other equitable relief; without limitation to any other legal remedy available to the Attorney General.

<u>COUNT II</u>

VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT

42. Plaintiff incorporates paragraphs 1 through 35 as though fully set forth.

43. Defendant is engaged in trade or commerce by the solicitation and sale of consumer loans to Michigan residents.

44. Plaintiff proceeds under section 5 of the MCPA, which authorizes the attorney general to bring an action in accordance with principles of equity to restrain violations of the MCPA by temporary or permanent injunction, together with civil penalties of \$25,000 for persistent and knowing violations and award of costs.

45. Section 3 of the MCPA, MCL 445.903(1) defines certain unfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce that are unlawful, including but not limited to the following:

> (n) Causing a probability of confusion or misunderstanding as to the legal rights obligations, or remedies of a party to a transaction.

* * *

(o) Causing a probability of confusion or of misunderstanding as to the terms or conditions of credit if credit is extended in a transaction.

(s) Failing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer.

(bb) Making a representation of fact or statement of fact material to the transaction such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is.

(cc) Failing to reveal facts that are material to the transaction in light of representations of fact made in a positive manner.

46. Through the means described in paragraphs 3 through 35, Defendant has engaged in unfair and deceptive acts or practices declared unlawful under section 3 of the MCPA, including but not limited to failing to disclose material facts to Michigan consumers in the course of soliciting, selling, and collecting upon consumer loans, in violation of MCL 445.903(1)(s),(cc). Undisclosed material facts include:

- a. That the consumer loans were by an entity not authorized to transact business in the state of Michigan;
- b. That the consumer loans were by an entity not authorized or licensed to act as a pawnbroker or other lender;
- c. The actual interest rate which consumers were paying under the loans;
- d. That the interest rates charged on Defendant's loans were illegal and exceeded the amount allowed by Michigan law;
- e. That Defendant is barred from recovery of any interest being charged;
- f. That there was a balloon payment, in excess of what the consumer borrowed, at the end of the loan term;
- g. That the loans were considered by Defendant as a "pawn transaction";
- h. That because interest or charges in excess of 36% per month were charged and received, the loan was void and of no effect; and the consumer cannot be made to pay back the money loaned, any interest on the loan, and that Defendant loses all right to the possession of the vehicle and shall surrender the title to the consumer upon demand;
- i. That Michigan law requires a secured party to account to and pay a debtor for any surplus received through lien enforcement and vehicle resale;

j. That any consumer dispute must be addressed through arbitration controlled by New Zealand law, held in New Zealand, and paid for by the consumer.

47. Through the means described in paragraphs 3 through 35, Defendant has further engaged in unfair and deceptive acts or practices declared unlawful under section 3 of the MCPA by causing a probability of consumer confusion or misunderstanding as to the legal rights, obligations or remedies of the Defendant and consumer borrower and the terms of credit, by failing to the disclose the material facts set forth above and by misrepresentations of material fact, (directly and indirectly by Defendant's collection conduct through the terms of the Pawn Ticket and Agreement), in violation of MCL 445.903(1)(n),(o).

48. Through the means described in paragraphs 3 through 35, Defendant has further engaged in unfair and deceptive acts or practices declared unlawful under section 3 of the MCPA by making representations of material fact, directly and indirectly, such that consumers reasonably believe the represented or suggested state of affairs to be other than it actually is, in violation of MCL 445.903(1)(bb), including:

- a. Defendant's legal status as a pawnbroker;
- b. Defendant's right to secure loan repayment as a lienholder on vehicle titles;
- c. Defendant's right to charge and collect interest on the loans;
- d. Defendant's right to repossess, take full title to, and sell vehicles;
- e. Defendant's right to retain any surplus received through vehicle repossession and resale.

<u>COUNT III</u>

ABATEMENT OF PUBLIC NUISANCE

49. Plaintiff repeats paragraphs 1 through 35 as though fully set forth.

50. "The attorney general, acting on behalf of the people, is a proper party

to bring an action to abate a public nuisance or restrain unlawful acts which

constitute a public nuisance." Attorney General v PowerPick Players' Club of Mich.,

LLC, 287 Mich. App. 13, 48 (2010), quoting Attorney General ex rel. Optometry Bd.

of Examiners v. Peterson, 381 Mich. 445, 465-466 (1969).

51. Public nuisance is governed by common law and has been codified

under MCL 600.3801. A public nuisance is defined as:

[A]n "unreasonable interference with a common right enjoyed by the general public." The term "unreasonable interference" includes conduct that (1) significantly interferes with the public's health, safety, peace, comfort, or convenience, (2) is proscribed by law, or (3) is known or should have been known by the actor to be of a continuing nature that produces a permanent or long lasting, significant effect on these rights. (Capitol Props Group, LLC v. 1247 Ctr. St., LLC, 283 Mich. App. 422, 428 (2009), quoting Cloverleaf Car Co. v. Phillips Petroleum Co., Mich. App. 186, 190; (1995). (Emphasis added.)

52. Defendant's conduct in charging and receipt of payment as interest at

triple-digit rates, on average, in excess of 231% APR, violates the Criminal Usury

Act, MCL 438.41, which defines criminal usury as:

A person is guilty of criminal usury when, not being authorized or permitted by law to do so, he knowingly charges, takes or receives any money or other property as interest on the loan or forbearance of any money or other property, at a rate exceeding 25% at simple interest per annum or the equivalent rate for a longer or shorter period. 53. Harm to the public is presumed to flow from the violation of a valid statute enacted to preserve public health, safety, and welfare. Attorney General v PowerPick Players' Club of Mich., LLC, 287 Mich. App. 13, 41 (2010), quoting Attorney General ex rel. Optometry Bd. of Examiners v. Peterson, 381 Mich. 445, 465-466 (1969).

54. Defendant's violation of the Criminal Usury Act, MCL 438.41 is a public nuisance.

55. Defendant's violation of the RCPA, MCL 445.251 *et seq.* is a public nuisance.

56. Defendant's violation of the MCPA, MCL 445.901 *et seq.* is a public nuisance.

COUNT IV

TRANSACTING BUSINESS WITHOUT A CERTIFICATE OF AUTHORITY

57. Plaintiff repeats paragraphs 3 through 35 as though fully set forth.

58. The Michigan Limited Liability Company Act states, in pertinent part, that "[b]efore transacting business in this state, a foreign limited liability company shall obtain a certificate of authority from the administrator." MCL 450.1002.

59. Defendant has failed to apply for and obtain the requisite certificate to transact business in the State of Michigan and been transacting business in Michigan without the same since at least June 28, 2013; in violation of MCL 450.1002.

60. Plaintiff proceeds under MCL 450.5007(5) and MCL 450.5007(7), which authorize the attorney general to bring an action against Defendant to recover all the following:

- An amount equal to all fees that would have been imposed had the foreign limited liability company obtained the certificate, filed all required documents and paid all penalties imposed. MCL 450.5007(5);
- b. A civil penalty of not less than \$100.00 nor more than \$1,000.00 for each calendar month, not more than 5 years prior to the imposition of the penalty, in which it has transacted business without the certificate, not to exceed \$10,000.00." MCL 450.5007(6): MCL 450.5007(5);
- c. An injunction restraining any further transaction of business by Defendant until all civil penalties plus any interest and court costs that the court may assess have been paid and until a certificate of authority has been obtained; MCL 450.5007(7).
- 61. Plaintiff is also authorized to bring an action against the Individual

Defendants William McKibbin, III and Mark Edward Weiner to recover a civil

penalty pursuant to MCL 450.5007(6), which states that:

Each manager, member, or authorized person who authorizes, directs, or participates in the transaction of business in this state on behalf of a foreign liability company that does not have a certificate is subject to a civil penalty, payable to the state, not to exceed \$10,000.00.

RELIEF REQUESTED

WHEREFORE, Plaintiff respectfully requests that this Honorable Court

grant the following relief:

A. Immediately enter an ex parte temporary restraining order prohibiting

Defendant and any officer, member, employee agent of Defendant, including any

person or entity in active concert or participation with Defendant or acting under

Defendant's direction and control who receive notice of the order, from:

- 1. Making, servicing, or collecting on any loan to persons who reside in Michigan;
- 2. Accepting interest payments made by any person who resides in Michigan;
- 3. Engaging in any collection activities on loans extended by Defendant, where the borrower is a Michigan resident, including any action to repossess, transport, take title to, or sell a motor vehicle pledged as collateral for such loan;
- 4. Asserting a security interest in any vehicles allegedly pledged as security for repayment of a Michigan loan;
- 5. Selling any motor vehicle associated with any Michigan loan.
- B. Enter an order preliminarily and permanently enjoining Defendant and

any officer, member, employee agent of Defendant, including any person or entity in active concert or participation with Defendant or acting under Defendant's direction and control who receive notice of the order, from:

- 1. Making, servicing, or collecting on any title loan made to persons who reside in Michigan;
- 2. Accepting interest payments made by any person who resides in Michigan;
- 3. Engaging in any collection activities on title loans extended by Defendant where the borrower is a Michigan resident, including any action to repossess, transport, take title to, or sell a motor vehicle pledged as collateral for such loan;
- 4. Asserting a security interest in any vehicles allegedly pledged as security for repayment of a Michigan loan;
- 5. Selling any motor vehicle associated with any Michigan loan.

C. Enter a permanent injunction directed to Defendant and Defendant's principals, owners, agents, employees, successors and others acting in concert with or at Defendant's direction who receive notice of the order to:

- 1. Immediately refrain from conducting any business in Michigan without having obtained a certificate of authority as required by MCL 450.5002 and until all civil penalties plus any interest and court costs that the court may assess have been paid, pursuant to MCL 450.5007(7);
- 2. Immediately refrain from making loans in Michigan, as pawnbroker or otherwise, without being properly licensed as required by applicable Michigan law;
- 3. Immediately and permanently cancel and write-off all consumer debt arising from the transactions alleged in this complaint, to the extent the debt exceeds the original, principal amount borrowed by consumers, including any and all amounts arising from fees, penalties, and accrued interest;
- 4. Immediately and permanently cease providing credit reporting agencies with any adverse information about payment history related to Michigan consumer loans, and take all reasonably necessary action to withdraw, and to repair on behalf of each Michigan consumer who obtained a loan as alleged in this Complaint, any and all adverse credit information previously reported by Defendant;
- 5. Immediately and permanently cease from conduct in violation of the Regulation of Collection Practice Act and Michigan Consumer Protection Act.

D. Enter a Declaratory Judgment that each of the Michigan loans is unlawful, uncollectable, and that Defendant has no legal interest in any motor vehicle allegedly pledged as security for the loans.

E. Require Defendant to pay civil penalties to the State of Michigan pursuant to section 5(1) of the MCPA, MCL 445.905(1), section 6(1) of the RCPA; MCL 445.256(1), section 1007(6) of the Michigan Limited Liability Company Act, MCL 450.5007(6), and such other fees, fines and/or penalties allowed by Michigan law. F. Require Individual Defendants William McKibbin III and Mark Weiner to each pay a civil penalty of \$10,000.00 to the State of Michigan pursuant to MCL 450.5007(6).

G. Require Defendant to pay the costs of attorney fees, investigation, and other costs incurred by the Attorney General in conjunction with prosecution of this action.

H. Require Defendant to pay appropriate restitution to Michigan consumers who remitted interest payment on Defendant's loans, or to disgorge all funds or the value of the benefit received from the funds, or which are traceable to Defendant's deceptive acts and practices; and

I. Award such other and further relief as the Court determines to be just and proper.

IT IS FURTHER REQUESTED that the court issue an order requiring Defendants to show cause why a preliminary injunction should not be issued enjoining Defendant from making, collecting on, asserting a security interest in any

vehicle allegedly pledged as security for any loan to persons who reside in Michigan, or otherwise engage in any collection activities on loans made by Defendant where the borrower is a Michigan resident, including any action to repossess, transport, take title to, or sell a motor vehicle pledged as collateral for such loan.

Respectfully Submitted,

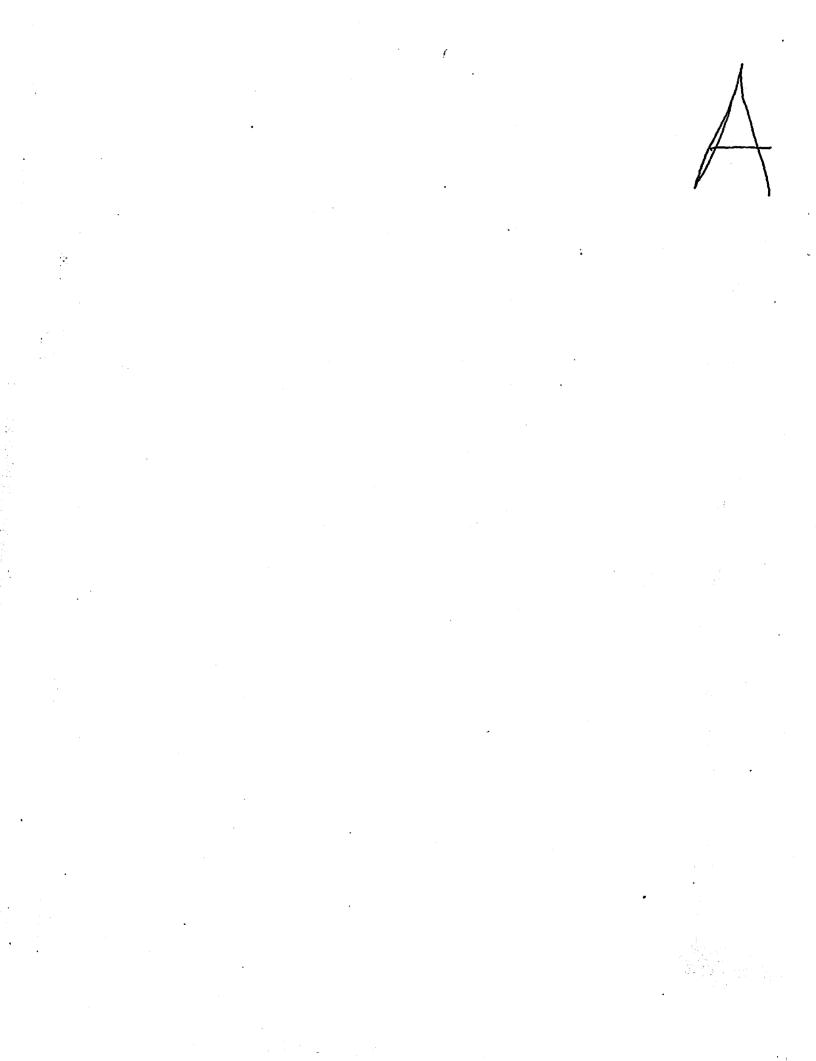
BILL SCHUETTE Attorney General

Bv:

Kathy Fitzgerald (P31454) Assistant Attorney General Consumer Protection Division P.O. Box 30213 Lansing, MI 48909 (517) 335-0855

Bvz

Katharyn Barron (P45363) Division Chief Consumer Protection Division P.O. Box 30213 Lansing, MI 48909 (517) 335-0855



CSTATE OF MICHIGAN CIRCUIT COURT FOR THE 30TH JUDICIAL CIRCUIT INGHAM COUNTY

BILL SCHUETTE, ATTORNEY GENERAL OF THE STATE OF MICHIGAN, *ex rel* The People of the State of Michigan,

Case No. 16-

-CP

Plaintiff,

HON.

LIQUIDATION, LLC; also doing business as: VEHICLE LIQUIDATION LLC, AUTOLOANS, LLC; AUTO LOANS, LLC; CAR LOAN, LLC; SOVEREIGN LENDING SOLUTIONS, LLC; SOVEREIGN LENDING, LLC, MANAGEMENT SOLUTIONS, LLC; LOAN SERVICING SOLUTIONS, LLC; and WILLIAM MCKIBBIN, III, INDIVIDUALLY; MARK EDWARD WIENER, INDIVIDUALLY, et al.

Defendants.

AFFIDAVIT OF CHAD M. CANFIELD

I, Chad M. Canfield, swear or affirm that each of the following is true to the

best of my knowledge and belief:

1. I am the Operations Manager of the Consumer Protection Division,

Michigan Department of Attorney General.

2. I am authorized and competent to give this declaration, and have

personal knowledge of the facts stated herein.

3. The Complaint Intake Section of the Consumer Protection Division (CPD) maintains a database of all written consumer complaints received by CPD since January 1, 2005. 4. The database indicates that since January 8, 2014, CPD has received eleven consumer complaints against one or more 'limited liability company' lenders named as a defendant herein ("Defendant LLC"). Complaint copies are attached as Exhibit 1.

5. CPD has obtained two additional consumer complaints made by Michigan residents against one or more of the Defendant LLCs from the Federal Consumer Sentinel consumer complaint database; one filed with the Federal Consumer Protection Financial Bureau, and one filed with the Ohio BBB.

6. The subject of each of the above 13 consumer complaints is a personal loan obtained from one or more Defendant LLC, which is secured by the consumer's vehicle, and subsequent collection actions taken on the loan including but not limited to vehicle repossession.

7. Most complaints contain similar allegations that a written loan document stating the loan terms was not received by the consumer until after the receipt of loan funds, if at all. Further, that complainants were not aware of the loan's APR interest rate or of any required balloon payment until after receipt of the borrowed funds.

8. A complete copy of a "Pawn Ticket and Agreement" loan document included with one of the complaints is attached at Exhibit 2. (With the complainant's personal information redacted.) Statements in the Pawn Ticket and Agreement include:

a. A triple-digit APR interest rate;

b. A final balloon payment in an amount that exceeds the principal loan amount received by the borrower;

c. "During this transaction, certificate of title to the Pawned Motor Vehicle shall be maintained in the possession of the Lender";

d. Payments on the loan are applied first to the accrued interest;

e. A GPS tracker provided by the Lender must be installed on the borrower's vehicle;

f. The borrower will be in default if (among other reasons) the "Lender "deems itself insecure"; in which event, the" Lender may, at its option and without notice or demand, ...take possession of the Pawned [vehicle]..without judicial process...Lender shall not be required to account to consumer for any surplus, if any, recovered by Lender related to value of the Pawned Motor Vehicle."

g. "Any dispute arising out of... this Agreement...shall first be submitted for good faith mediation administered by the Arbitrators' and Mediators' Institute of New Zealand... Each party shall bear its own costs in the mediation...[and] fees and expenses of the mediator shall be shared equally by the parties...Mediation shall take place...in Auckland, New Zealand."

9. The Pawn Ticket and Agreement does not contain a statement that:

If interest or charges in excess of 3% per month...are asked or received, this loan is void and of no effect; and the borrower cannot be made to pay back the money loaned, any interest on the loan, or any charges or any part of the charges, and the pawnbroker loses all right to the possession of the goods, article, or thing pawned, and shall surrender the item to the borrower or pawner upon due demand for the item.

10. CPD has obtained business records of the Indiana Bureau of Motor Vehicles (IND BMV) related to the transfer of any and all Michigan Vehicle titles to Liquidation, LLC by the IND BMV, including: (i) documents submitted to the IND BMV pursuant to an application for Indiana title listing Liquidation, LLC as the owner of any vehicle titled in Michigan; (ii) documents submitted by Liquidation, LLC to substantiate alleged ownership of any vehicle titled in Michigan, and (iii)

documents issued by the IND BMV listing Liquidation, LLC as the owner of any

vehicle previously titled in Michigan.

11. Records for 61 vehicles were provided to CPD by IND BMV, for IND

title applications dating from January 24, 2014 to June 23, 2015.

Documents included with the vehicle records include (but are not limited to):

a. An Application For Certificate of Title-State of Indiana-Bureau of Motor Vehicles by Liquidation, LLC;

b. A Certificate of Repossession by lienholder Liquidation, LLC, with an affirmation statement that "...the property described above has been lawfully repossessed from the Owner herein and that the Owner has defaulted in connection with an obligation secured by this property....";

c. A Michigan Certificate of Title with AutoLoans, LLC or Sovereign Lending Solutions, LLC as the First Secured Party;

d. A Pawn Ticket and Agreement between AutoLoans, LLC or Sovereign Lending Solutions, LLC and a Michigan resident consumer, (which, except for the consumer information and loan amount/payment insertions are identical to the Pawn Ticket and Agreement attached as Exhibit 1);

e. An Assignment of Lien by Auto loans, LLC to Liquidation, LLC. (included with 60 of 61 vehicle records).

12. The Pawn Ticket and Agreements show a lowest stated interest rate of

161.95% and highest stated interest rate of 251.03%

13. One representative record of the 61 IND BMV vehicle records referenced above is attached as Exhibit 2, with the vehicle owner's personal information and partial vehicle identification number redacted.

Further affiant sayeth not.

m. C.

Chad M. Canfield

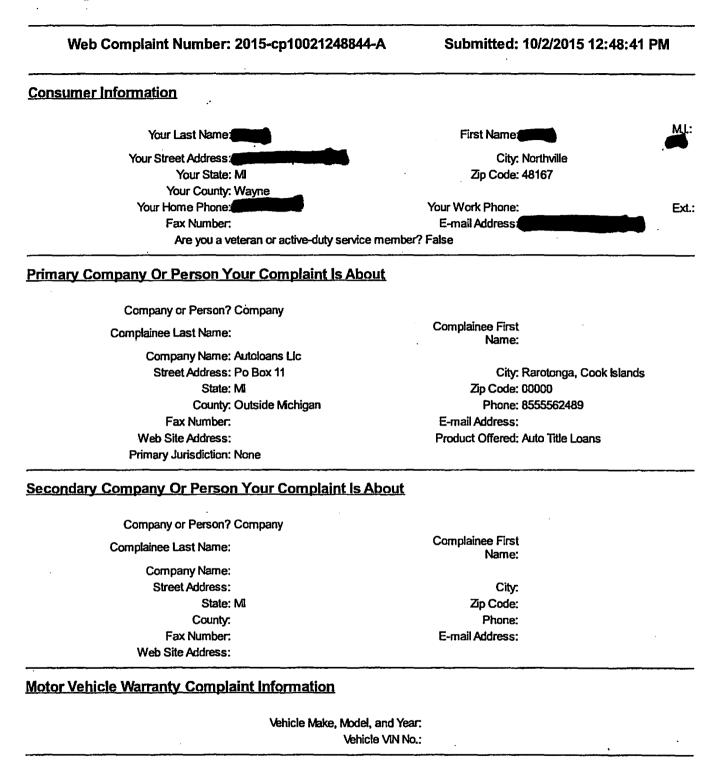
Subscribed and sworn to before me on the 14th day of January, 2016.

Donus Renorde

Denise R. Richards, Notary Public Ingham County, Michigan Clinton County, acting in Ingham County My commission expires: 4/5/2022

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Michigan Office Of Attorney General Consumer Complaint Form



Complaint Information

Incident Date\Time: 11/4/2014 1:00:00 AM Incident Location: Northville, Mi Approximate Monetary Value: 4,000 Did you sign a contract? True Where did you sign this contract? online Is a court action pending? False Do you have an attorney representing you on this matter? False

Are you willing to testify in court regarding this complaint? True

Did you complain directly to the business? True

What was the response from the business? nothing If no complaint was given to the business directly, why? Was this complaint filed with any other agencies? False Do you think were targeted for unfair treatment due to your status as a veteran or active-duty service member? False

Complaint Detail/Inquiry Information

In early November 2014, I was having financial difficulty. Due to my low credit score, I searched online for companies willing to lend me money. The only company willing to lend money to me was Autokoans LLC. I borrowed \$4,000.00 against the value of my 2009 Buick LaCrosse, which was worth \$11,000.00 Before Autokoans would give me the funds, I had to forward my title to a location in Boca Raton, Florida. Autokoans LLC sent a tracking device, which had to be affixed to my vehicle, before funding would be approved. Ive been paying about \$530.00 per month for the past 10 month. Autokoans LLC tells me I have one more payment in October, then a \$4,000 balloon payment due in November. I'm afraid I'll lose my car in November due to my inability to pay \$4,000.00 I've already paid nearly \$5,500.00 on my \$4,000.00 loan already. I'm contacting your office after reading an informative article written by Brian J. O'Connor of the Detroit News. His article was very informative and has given me hope in eliminating any further obligation in paying any more to this loan and receiving my title back. My next payment is due October 10th. Should I pay? Because there's a tracking device on my car, it will surely be repossessed. What should I do? Regards

[False] Check if you want to send documentation. After you submit this form you will be provided with a postal mail address, and facsimile number, to which you may send documents.

[False] Check if this referral is just to give us information and you do not need us to respond to you directly.

[True] Check if you want to sign up for the Consumer Protection Listserv.

[True] Check if you want to sign up for the AG Press Release Listserv.

[True] Check if you want to sign up for the Attorney General Opinions Listserv.

(*)I certify that the information on this form is true and accurate to the best of my knowledge.

(*)I consent to releasing to the Mchigan Attorney General any information or document relative to the investigation of this complaint. By checking this box, I also certify that I have had the opportunity to review the Michigan Attorney General Privacy Policy before submitting this complaint.

AG-COD

From: Sent: To: Subject: Attachments: Michigan Attorney General Monday, October 19, 2015 9:04 AM AG-COD FW: Title Loan Complaint 001.jpg

From: Control (mailto: Control of the second of the second

http://www.detroitnews.com/story/business/2015/09/28/unlicensed-title-lenders-defy-state-laws/73009542/

Good afternoon,

I'm contacting your office for assistance in resolving a Title Loan entered approximately one year ago.

I've attached a completed complaint form and a link to an article written a couple weeks ago by The Detroit News. This article was very informative and gives me hope.

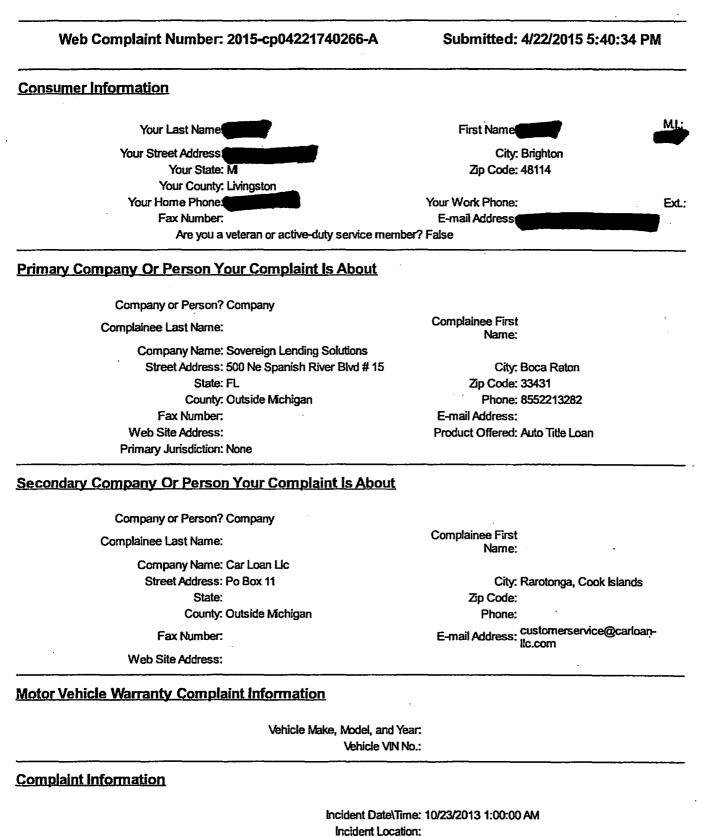
I sent a complaint to the state Attorney General about two weeks ago.

I welcome your guidance on how I can obtail my title back and prevent Autoloans LLC from repossessing my vehicle (2009 Buick LaCrosse).

regards,

cell phone

Infichigan Office Of Attorney General Consumer Complaint Form



Approximate Monetary Value:

Did you sign a contract? False

Where did you sign this contract?

Is a court action pending? False

Do you have an attorney representing you on this matter? False

Are you willing to testify in court regarding this complaint? True

Did you complain directly to the business? True What was the response from the business? no response If no complaint was given to the business directly, why? Was this complaint filed with any other agencies? True Do you think were targeted for unfair treatment due to your status as a veteran or active-duty service member?

Complaint Detail/Inquiry Information

On 10/23/13 Lentered into a 1 year title loan with Sovereign Lending Solutions LLC. P.O. Box 698, Pow Wow Trail Watersmeet, Michigan 49969. I was told I would receive a \$3,050 loan. And I would have to pay 12 equal payments of \$465.98. Making the total amount to pay back \$5,591.76. I made every payment until the last month when all of a sudden they told me that I owed a "Balloon" payment of \$3,615.98. This is not what I agreed to and did not sign anything stating this. Half way through the loan timeline a company called "Car Loan, LLC" apparently took over the loan. P.O. Box 11 Rarotonga, Cook Islands. (855)221-3282. This company is apparently out of the country and not the company that I did business with in Mchigan. They were also located in florida before moving to New Zealand, doing business as Sovereign Lending Solutions 500 NE Spanish River Blvd # 15, Boca Raton, FL 33431. I did some research into Sovereign Lending Solutions/Car Loan, LLC/Management Solutions, LLC, and There is a Consumer Alert on the Lac Vieux Desert Tribal Financial Services Regulatory Authority web site stating "SLS LOANS AND LIENS NOW HELD BY CARLOAN, LLC, P.O. Box 11, Rarotonga, Cook Islands, (855) 221-3282. Please be advised that Sovereign Lending Solutions, LLC ("SLS"), a former tribally owned and operated tribal consumer financial service provider, doing business as Title Loan America, has dissolved effective September 15, 2014. The TFSRA previously alerted consumers that SLS had ceased operation and had assigned all assets, including loans and liens, to Management Solution, LLC ("MS"). The TFSRA has recently learned that after SLS had assigned all assets, MS reassigned those assets to Car Loan, LLC, P.O. Box 11, Rarotonga, Cook Islands. All service inquiries, concerns, and disputes over any former SLS loan or lien must be directed to Car Loan at (855) 221-3282 or the address above." Here is the website: http://wdtribal.com/tfsra.html Therefore, there is no tribal affiliation or sovereign immunity for this company. Title loans are not legal in the state of Michigan. After extensive research in regard to MI State law, I found that not one of their business names (Car Loan, LLC, Management Solution LLC, Sovereign Lending Solutions) were registered and licensed in the State making it illegal to do business here. The law also states that any transaction in violation of the law is noncollectable and unenforceable. I have paid well over \$2000 more than the principal I borrowed. I also received an email on April 10, from the repossession department stating they were going to move onto accelerated collection activity. This business is conducting illegal practices. This loan is illegal in the state of Michigan and this company has no licence to do business in the state of Michigan. The law states that if a transaction is illegal in the State of Michigan, it is noncollectable and unenforceable. The only thing I am liable to pay back is the principal amount of \$3,050. Anything paid more than this must be sent back to me. I paid nearly \$2400 more than the principal. All I want is my title sent back to me, with absolutely no liens and for Car Loan, LLC to consider this account paid in full and cease all collection activity. I don't even care about the interest at this point. I just want my car title back in my possession and free from any liens.

[False] Check if you want to send documentation. After you submit this form you will be provided with a postal mail address, and facsimile number, to which you may send documents.

[False] Check if this referral is just to give us information and you do not need us to respond to you directly.

[False] Check if you want to sign up for the Consumer Protection Listserv.

[False] Check if you want to sign up for the AG Press Release Listserv.

[False] Check if you want to sign up for the Attorney General Opinions Listserv.

(*)I certify that the information on this form is true and accurate to the best of my knowledge.

(*)I consent to releasing to the Michigan Attorney General any information or document relative to the investigation of this complaint. By checking this box, I also certify that I have had the opportunity to review the Michigan Attorney General Privacy Policy before submitting this complaint.

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CONSUMER PROTECTION DIVISION - COMPLAINT COVER SHEET

Complaint No:	2015-0113407-A	Request Date:	06/25/2015
Complainant Name:			
•	Ann Arbor MI 48108		
complainant E-mail:		h	
Subject of Complaint:	Autoloans LLC *** 1930 Village Center Las Vegas NV 89134		

'iolation Code: ilC Code:

Sought:

HANDLER	ACTION	DESCRIPTION OF ACTION	DATE	
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RICK SNYDER GOVERNOR STATE OF MICHIGAN DEPARTMENT OF INSURANCE AND FINANCIAL SERVICES LANSING

PATRICK M. MCPHARLIN DIRECTOR

June 22, 2015

Ann Arbor, MI 48108

Dear

DEPT. OF ATTORNEY GENERAL RECEIVED JUN 25 2015 CONSUMER PROTECTION DIVISION

RE: File #148445-001 - Autoloans, LLC

We are in receipt of your recent inquiry and are writing to advise that based on the information provided, we have determined that the Michigan Department of Insurance and Financial Services is not the proper regulatory office to handle your concerns. In order to ensure that you receive the fastest response possible, we have taken the liberty of forwarding your letter to:

Consumer Protection Unit Mich. Dept. Of Attorney General P.O. Box 30213 Lansing, MI 48909 517-373-1140

By copy of this letter, we are asking this agency to assist you. I trust you will hear from them in the near future.

Sincerely,

Angela Zarka

Angela Zarka, Analyst Consumer Services

cc: Consumer Protection Unit

FIS 1010 (4/15) Department of Insurance and Financial Sources Financial Institution or Consumer Lender Complaint Form

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My Name				Name of Finan	cial Institution	/ Consumer Len	der this complaint is about
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		•		6170 W. La	ke Mead By	ABCI	
							08 2015
Cay	Stais Z	ip		City		State	Zp
Ann Arbor	MI ·	48108		Los Vegas		CONSUMER S	ERVICES OBASION
Dayline phone num	ber Altornativo p	hone number		Company phor		Your account	nt number <i>(il applicable)</i>
				(855) 556	-2489	3123559	
Your email address	\$			Namo of the p	erson or perso	ns you dealt with	at the Financial Institution
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Details of my con	nplaint:				*******		Pieuse list events in the order
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		-					Reviewing documents often helps us understand important details of your complaint.
	71						Please attach copies of your statements, cancelled chacks, correspondence ur other documents that will help us review your complaint.
	•						Always send copies. Nover send original documents.
Please mul your o DIFS · Office of C PO Box 30220 Lansing MI 489	Consumer Services	Information to an	ly company, ds relating t	, agancy or licen o this complaint	see involved ir to DIFS in orde	n this malter, I au	eview and release any shorize the financial entity to complaint. I represent that I
Or fax to: \$17-284-8837 Or Email to: difs-fin-info@michican.gov		Signature				Dato s	igned
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Pawn Ticket and Agreement

Autoloans, LLC P.O. Box 11 Rarotonga Cook Islands	Consumer (Name, Address, City, State, Zip, telephone): Ann Arbor, Michigan 48103			
TRUTH - IN - LENDING DISCLOSU	RES			
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	
The cost of your credit as a yearly rate.	The dollar amount your credit will cost you.	The amount of credit provided to you.	The amount you will have paid after you have made all payments as scheduled.	
247.65%	\$3,901.60	\$1,500.00	\$5,401.60	
Payment Schedule				
NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	w	HEN PAYMENTS ARE DUE	
11	\$316.80	Every 30 days, beginning 30 days from the date of funding		
Final Payment	AMOUNT OF PAYMENT	WHEN PAYMENT IS DUE		
1	\$1,916.80	360 days from the date of funding		

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:	
Amount given to you directly:	\$1,500.00
Amount paid on our prior loan to you:	\$0.00
Amount paid to for	\$0.00
Plus Titling Fee:	\$0.00
Plus Processing Fee to us (Prepaid Finance Charge):	\$100.00
Equals "Principal Amount" of your loan:	\$1,600.00
Less Prepaid Finance Charge:	\$100.00
Equals Amount Financed:	\$1,500.00

 Description of Pawned Motor Vehicle

 VIN:
 1FMCU0C72CKA6

 Year:
 2012

 Make/Model/Series:
 Ford Escape XLS 4D Utility FWD

Definitions: The wording has been kept as clear and simple as possible. Even so, you may have questions. If you do, please call us. In this contract, the word "you" or "your" refers to and includes where appropriate, all person who sign this contract. "We", "us", "our" or "Lender" refer to Autoloans, LLC.

Motor Vehicle Title Pawn: You have agreed to pledge and pawn to Lender your 'Pawned Motor Vehicle' in exchange for the agreed Principal Amount shown above. The Pawned 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 Pawned 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 Lender's favor, consumer represents that there are no others liens, interests or encumbrances regarding the Pawned 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 Pawned Vehicle: During this transaction, the certificate of title to the Pawned Motor Vehicle shall be maintained in possession of the Lender and the Pawned Motor Vehicle may be maintained in your possession subject to the terms of this Pawn Agreement. Lender 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 a secured transaction subject to Article 9 of the Uniform Commercial Code or similar statutes. Lender does not have any responsibility or liability whatsoever for the maintenance and use of the Pawned Motor Vehicle, including, without limitation, any damages or injury related to the Pawned Motor Vehicle. You agree not to use the Pawned Motor Vehicle for any illegal purpose. You agree to maintain the Pawned Motor Vehicle in its current condition, reasonable wear and tear excepted. Lender may make adjustments to the amounts you are required to pay if the Pawned Motor Vehicle is not delivered to or recovered by Lender in that condition.

Your payment schedule and right to redeem the Pawned Motor Vehicle: You may redeem the Pawned Motor Vehicle by paying to Lender the Principal Amount shown above, plus daily-accrual interest at the rate of 0.6600% per day (equivalent to 240.90% or 241.56% 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, Lender upon request will release the certificate of title to the Pawned Motor Vehicle to you.

Payments to Lender: You must pay Lender by (a) ACH debit to your designated depository account or (b) 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, Lender 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 Lender.

Delivery of Pawned 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 Pawned Motor Vehicle to Lender, in its current condition, reasonable wear and tear excepted, at an address Lender may designate. To avoid any misunderstandings, you may not assume that you have properly made timely and adequate arrangements for delivery of the Pawned Motor Vehicle and satisfaction of your obligations under this Pawn Agreement unless you have received written confirmation from Lender.

Notice of Expiration of Right to Redeem: Lender may provide consumer with written notice of consumer's right, if any, to redeem the Pawned Motor Vehicle at any time within 10 calendar days from the date of repossession. Lender 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 0.6600% per day (equivalent to 240.90% or 241.56% 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 Lender.

Consumer's representations and warranties: Consumer represents and warrants that: (1) consumer has the right to enter into this Pawn Agreement and provide the Pawned 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 Pawned Motor Vehicle is not stolen, and, except for the interests in Lender's favor, there are no liens or encumbrances against it; (5) consumer will not attempt to transfer any interest in the Pawned Motor Vehicle until all payments under this Pawn Agreement have been paid in full; (6) the Pawned 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 Pawned Motor Vehicle; and (8) consumer has fully disclosed to Lender all information regarding the current condition of the Pawned Motor Vehicle.

Insurance: Consumer acknowledges and agrees: (a) consumer has and will maintain at least minimum state-required liability insurance; (b) Lender 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 Lender's request, Lender may obtain at consumer's expense such additional insurance, if any, as Lender may request from time to time to protect Lender's interests.

Notices: Any notice that Lender 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 Lender's books and records. Any notice the consumer provides to Lender must be sent to Lender at its address indicated above, Attention: Consumer Complaint Department, or such other address as Lender 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 Pawned 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) Lender deems itself insecure.

Lender's rights in the event of default: Upon the occurrence of any event of default, Lender 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 uncarned charges, due and payable under this Pawn Agreement; (b) take possession of the Pawned pursuant to judicial process or without judicial process, or require consumer to return the Pawned Motor Vehicle to Lender at an address Lender may designate; and (c) exercise all other applicable rights, powers and remedies. Lender shall not be required to account to consumer for any surplus, if any, recovered by Lender related to value of the Pawned Motor Vehicle,

Costs and expenses: Lender 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 Pawned Motor Vehicle, together with interest on all amounts, charges, fees, costs, expenses, and collection costs and fees at the loan rate of 0.6600% per day (equivalent to 240.90% or 241.56% annual interest rate, as applicable) from the date due to or advanced by Lender until paid, subject to legal limits, if any.

Notice and Walvers: 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: Lender may waive or delay enforcing Lender's rights without losing them; Lender is not required to file suit or arbitrate, show diligence in collection against consumer or others responsible, or go against any of the collateral; Lender may renew, refinance, or rearrange a transaction one or more times without consent; Lender may release or modify any person's liability without changing the liability of others; Lender may substitute, exchange or release the collateral; Lender may sue or arbitrate with one or more persons without joining or suing others.

Limited Recourse: This is a pawn transaction. If the Pawned Motor Vehicle is not redeemed, the Pawned Motor Vehicle and any payments made by you shall automatically be forfeited to Lender, and unqualified right, title, and interest in and to the Motor Vehicle shall automatically vest in Lender. Lender shall not be required to account for any surplus, if any, recovered by Lender related to value of the Pawned Motor Vehicle, Subject to the terms of this Pawn Agreement, you are not personally liable for any deficiency in the value of the Pawned Motor Vehicle versus the amounts owed provided you deliver the Pawned Motor Vehicle when required in its current condition, reasonable wear and tear excepted. As provided above, you agree to keep the Pawned Motor Vehicle in its current condition, reasonable wear and tear excepted. Lender may make adjustments to the amounts you are required to pay if the Pawned Motor Vehicle is not delivered to or recovered by Lender 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 Pawned Motor Vehicle. This 'limited recourse' provision further does not limit or impair any rights with respect to recovery of the Pawned Motor Vehicle or my amounts not covered by this 'limited recourse' provision.

GPS: You understand that the Pawned 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 Lender 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 Lender 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 Pawned Motor Vehicle as allowed. You understand that the Device is the property of the Lender 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 or any of its components should it be required. You agree to make the vehicle available to the Lender or its received or until you pay the replacement cost. You understand that only the Lender 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 Lender or its representatives, during their normal business hours. You understand that the Lender 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.

Lender authority: Consumer authorizes Lender 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 Lender 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 nutomated 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) uninelligible as a result of any equipment or systems of yours or your carrier. You may opt ont of this consent at any time by providing written notice to Lender at its address indicated above. Attention: Opt Out Department or by written communication to such other address as Lender 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 yoice 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 assignce shall have the same rights and privileges as Lender. You may not assign your rights under this Pawn Agreement without our written consent.

Governing Law: This Agreement shall be governed and construed in accordance with the laws of Cook Islands, and all claims relating to or arising out of the contract, or the breach thereof, as well as its validity, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of Cook Islands.

Any dispute or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall first be submitted for good faith mediation administered by the Arbitrators' and Mediators' Institute of New Zealand Inc. The parties agree to discuss their differences in good faith and to attempt, with facilitation by the mediator; to reach a consensual resolution of the dispute. The mediation shall be treated as a settlement discussion and shall be confidential. The mediator may not testify for any party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediator shall be shared equally by the parties. Mediation shall take place at a place to be designated by the parties in Auckland, New Zealand. No

litigation, arbitration or other proceeding shall be commenced prior to sixty (60) days after the parties' first appearance before the mediator. If the matter is not resolved by mediation within sixty (60) days of its submission to the mediator, then the parties shall submit the dispute for arbitration administered by the Arbitrators' and Mediators' Institute of New Zealand under their current Arbitration Protocol. The arbitration will be conducted before a single arbitrator agreed upon by the parties, if they should fail to agree within twenty-one (21) days from the date upon which the dispute arises then to be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc.

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have the power to award all reasonable legal fees associated with the arbitration and prior mediation. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are punktive in nature, or that are not measured by the prevailing party's actual compensatory loss. The arbitrator's decision will be confidential and may not be shared with any party unless required by law.

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 Agreement and the Advance Voucher represent 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 may not be modified except in writing signed by the parties.

Severability: If any provision of this 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 Agreement, or, if necessary, severed with the remaining provisions remaining in full force and effect. Provided, nothing in this Agreement may be construed or modified so as to constitute a waiver of Cook Island's exclusive jurisdiction.

Caution: This transaction is not intended to meet long-term financial needs. Repeated or frequent use can create serious financial bardships. 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 Lender's current privacy policy; 4. Consumer agrees to this Agreement; and 5. Consumer acknowledges receipt of a copy of each of these documents.

This Agreement is executed on [05/09/2014].

Lender's Signature: Funding of this loan constitutes signature by Lender.

Consumer's Electronic Signature: This Agreement will be deemed incomplete, and we will not provide a loan to you unless it is electronically signed below.

Last Name:

Borrower's Name as on Application:

Date of Birth (mm/dd/yyyy):

MDAC IS	WHAT DOES AUTOLOANS, LLC DO WITH YOUR PERSONAL INFORMATION?
. Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
	The types of personal information we collect and share depend on the product or service you have with us. This information can include:
What?	 Social Security number and income Account balances and payment history Transaction or loss history and employment information
	When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information; the reasons AUTOLOANS, LLC, chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does AUTOLOANS, LLC share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	Yes	No
For nonaffiliates to market to you	Yes	Yes

Questions?

Call (855) 556-2489.

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What we do	
How does AUTOLOANS, LLC protect my personal information?	Financial companies choose how they share your personal information. Federal law gives consumers the right t limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
	We collect your personal information, for example, when you
How does AUTOLOANS, LLC collect my personal information?	 Apply for a loan or give us your income information Provide employment information or provide account information Give us your contact information.
	We also collect your personal information from other companies.
	Federal law gives you the right to limit only
Why can't I limit all sharing?	 sharing for affiliates' everyday business purposes — information about your creditworthiness affiliates from using your information to market to you sharing for nonaffiliates to market to you
	State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	• Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	• Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Joint marketing	• A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

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Dear

Your account number 3123559 is **30 days past due and your payment in the amount of 2,130.64** is due immediately. Please make arrangements to make this payment as soon as possible to avoid further action on your account. You can make your payment by contacting us at <u>(855) 556-2489</u>. Please resolve this immediately.

If you've already taken care of this, please disregard this email and thank you for your payment.

1

Sincerely,

Autoloans, LLC

Customer Service

customerservice@autoloans-llc.com

------ Forwarded message -----

From Date: Apr 12, 2015 1:40 PM Subject: RE: Account Alert: Your Account is Past Due To: "Autoloans LLC" <<u>customerservice@autoloans-llc.com</u>> Cc:

Thank you! When should I expect it?

On Apr 12, 2015 1:36 PM, "Customer Service" < customerservice@autoloans-llc.com> wrote:

The Business Office is closed today. Your request has been submitted to them via email.

From

Sent: Sunday, April 12, 2015 1:31 PM To: Customer Service Subject: RE: Account Alert: Your Account is Past Due

[mailto

Not refusing however I am not obligated to so I don't see why this has anything to do with you providing me the documents I requested! Last time I will ask are you going to provide me Heather Sheldon a copy of the documents I have repeatedly requested??? If you choose to sidestep this question again I will consider it a yes you will not honor my request.

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Thanks,

On Apr 12, 2015 1:25 PM, "Customer Service" <<u>customerservice@autoloans-llc.com</u>> wrote:

Is there some reason you are refusing to give us your Attorney's information?

From Manufacture Imailto: Mailto: Sent: Sunday, April 12, 2015 1:22 PM

To: Customer Service

Subject: RE: Account Alert: Your Account is Past Due

So you are starting you refuse to email or send them directly to me? I didn't request you to send my attorney anything! I asked you to provide me with our agreement. So are you now saying you will only provide them to my attorney?

Thanks,

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On Apr 12, 2015 1:10 PM, "Customer Service" <<u>customerservice@autoloans-llc.com</u>> wrote:

Please provide your attorney's name and phone number so we can contact him to discuss the General Release that you signed. We will provide him with the document.

From Sent: Sunday, April 12, 2015 12:59 PM To: Customer Service

Subject: RE: Account Alert: Your Account is Past Due

I have NEVER stated in anyway shape or form that I plan on violating anything!!!! Now do you plan on answering my request for the documents????

Thanks,

On Apr 12, 2015 12:50 PM, "Customer Service" <<u>customerservice@autoloans-llc.com</u>> wrote:

Do you intend to violate the terms of the General Release that you signed?

From

Sent: Sunday, April 12, 2015 11:57 AM

To: Customer Service

Subject: RE: Account Alert: Your Account is Past Due

hailto

I need a copy of the documents that I requested why is this continuously ignored also I did advise your staff they were being recorded and it is also on the recording they were informed and ok with it and the person was a manager at that. Please don't make underlying threats as I have NEVER made any indication that I didn't plan to make payments however with all the lies and illegal debuting of my mother's account and so me being told one thing and another thing happening unfortunately I don't have any trust in this company and I need to take appropriate actions to protect myself and my best interest! I am not stating anything that I don't have proof of that it happened and thank God for that and that it happened involving another person who witnessed it as well. Now are you going to provide me with the requested documents or are you refusing my request?

Thanks,

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On Apr 12, 2015 11:41 AM, "Customer Service" <<u>customerservice@autoloans-llc.com</u>> wrote:

Good morning.

You do not have permission to record calls and the staff would have informed you that you did not have permission at the beginning of the call if, in fact, you had informed them. In addition, you were not told that about one year, because that is not how the loans work. Further, you did not make a payment for the first 3 months of the loan, which is why we repossessed the vehicle in August. Finally, you have only made 6 payments, not including the amount to reinstate the loan when you were repossessed. And, you signed a General Release agreeing not to take any actions at the time or in the future. Please advise if you intend to continue making payments on this loan, so, we know what actions we need to take at this point.

Customer Service

From nailto: Sent: Sunday, April 12, 2015 5:46 AM To: Customer Service Subject: RE: Account Alert: Your Account is Past Due

This is not how this was explained to me. I was told one year of payments or pay more to pay it off early!!! In addition I cleared up all the bad payments including late fees, NSF fees, and repo fees in order to get my truck back and this was told to me and two other people witnessed this they were listening on speaker phone. I also a number of month's ago requested a copy of my signed contract and an account of all my account transactions from all parties involved and never received either. I need to get these to my attorney. There are also a complete recorded phone calls between myself and your staff whom I informed them at the beginning of the call it was being recorded. I am again requesting these documents be emailed to who I can it to my attorney.

Thanks,

On Apr 8, 2015 9:04 AM, "Customer Service" <<u>customerservice@autoloans-llc.com</u>> wrote:

Good morning.

These are interest only, non-amortizing loans. In addition, you had a number of returned payments at the beginning of the loan, which generated Late Fees and NSF Fees and your vehicle was repossessed. You have an excellent payment history since October.

Thank you.

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Customer Service

From Tuesday, April 07, 2015 10:03 PM To: Customer Service Subject: RE: Account Alert: Your Account is Past Due

I was told this loan was for one year and that year is up so where is this amount coming from?

On Apr 7, 2015 7:55 PM, "Customer Service" <<u>customerservice@autoloans-llc.com</u>> wrote:

Good evening.

It appears there was a \$15 charge for processing the payment, but, we do not see that it was approved. We have waived a Late Fee of \$15,84 to cover that charge. Your Payoff, as of today, is \$2,218.56. The Per Diem is \$10.56. You are free to pay off at any time.

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Thank you.

Customer Service

From Sent: Tuesday, April 07, 2015 7:50 PM To: Customer Service Subject: Re: Account Alert: Your Account is Past Due My Husband has told me that more money than he authorized was taken out of his account why was that? .

On Apr 7, 2015 12:19 AM, "Autoloans LLC" <customerservice@autoloans-llc.com> wrote:

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Your account number 3123559 is 30 days past due and your payment in the amount of 518.00 is due immediately. Please make arrangements to make this payment as soon as possible to avoid further action on your account. You can make your payment by contacting us at (855) 556-2489. Please resolve this immediately.

If you've already taken care of this, please disregard this email and thank you for your payment.

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Sincerely,

Autoloans, LLC

11 **Customer Service**

customerservice@autoloans-llc.com

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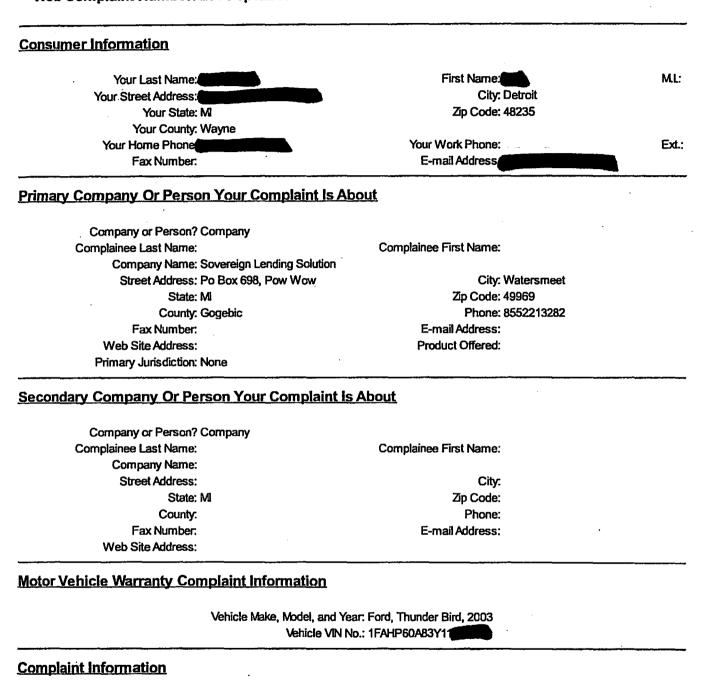
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Michigan Office Of Attorney General Consumer Complaint Form

Web Complaint Number: 2014-cp02210408695-A

Submitted: 2/21/2014 4:08:14 AM



Incident Date\Time: 3/11/2014 1:00:00 AM Incident Location: Approximate Monetary Value: 4,900 Did you sign a contract? False Where did you sign this contract? Is a court action pending? False Do you have an attorney representing you on this matter? False Are you willing to testify in court regarding this complaint? True Did you complain directly to the business? True What was the response from the business? No Help If no complaint was given to the business directly, why? Was this complaint filed with any other agencies? True

Complaint Detail/Inquiry Information

February 7, 2014 Sovereign Lending Solution 500 NE Spanish River BLvd Ste 15 Boca Raton, FL 33431 To whom it may concern: My name is and I am a disabled veteran currently residing in Florida. I own a 2003 Ford Thunderbird with an odometer reading of approximately 21,000 miles. My wife is currently in the US Army Reserves and was given the opportunity to go active duty. She was told that her unit would be deploying to Afghanistan and in order to transfer to Active Duty status, she would have to complete a full Army issue. Being that she is prior service Marine Corps, she had not received a full Army issue. It was expressed to her that she would initially have to purchase a complete issue of uniforms and field gear and would later be reimbursed all expenses. In order to fulfill that requirement, my wife and I decided to explore our options and settled on getting a loan, I searched for loan companies online that offered title loans for vehicles that have free and clear titles. That is when I found the company, Sovereign Lending. After getting contact with one of the lenders, I was informed that despite my vehicle being registered in the State of Michigan that I would still be able to take out a title loan through their company in Florida. I was then informed that the maximum amount I would be able to borrow was \$4,900. It was also stipulated that there would be a 12 month repayment period with the payments set at \$739 per month. I have made ten payments on the title loan and contacted Sovereion Lending concerning a payoff on last month. It was then that I was informed of a ballooned payment. This information was not provided to me before signing any documents. It was then that I was turned over to the finance department to sort out this matter. After discussing this with Sovereign Lending's finance department, I was told that after the final payment in March, we would then owe a ballooned payment amounting to \$5,400. The interest is calculated to 180% which would leave me with the paid balance of well over \$14,000 on a loan that was only \$4,900. That is extremely unreasonable and usury. I had requested a copy of the original Title Loan documents that I signed and received a new loan document titled. Pawn Loan Receipt, in which I have never seen and does not have my signature. I feel this company is trying to take advantage of my family and I being that I owe no more money. Upon finding out about this, I decided to search for reviews regarding Sovereign Lending and found dozens on RipOff Report. From the reviews that I have read, it seems as though this has become a common practice for the loan company. I'm submitting this letter to you for your help in resolving this matter and to stop this from happening to others. I appreciate any and all help. Sincerely

[True] Check if this referral is just to give us information and you do not need us to respond to you directly.

[True] Check if you want to send documentation. After you submit this form you will be provided with a postal mail address, and facsimile number, to which you may send documents.

[False] Check if you want to sign up for the Consumer Protection Listserv.

[False] Check if you want to sign up for the AG Press Release Listserv.

[False] Check if you want to sign up for the Attorney General Opinions Listserv.

(*)I certify that the information on this form is true and accurate to the best of my knowledge.

(*)I consent to releasing to the Michigan Attorney General any information or document relative to the investigation of this complaint. By checking this box, I also certify that I have had the opportunity to review the Michigan Attorney General Privacy Policy before submitting this complaint.

Michigan Office Of Attorney General Consumer Complaint Form

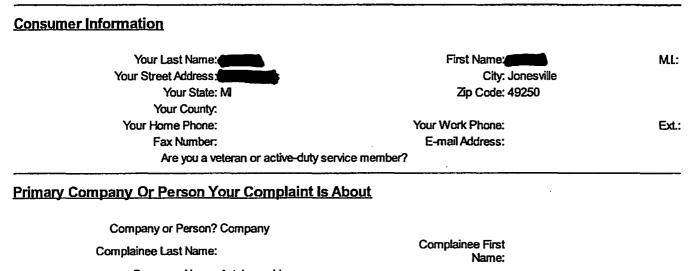
Web Complaint Number: 2015-cp10211552621-A

Submitted: 10/21/2015 3:52:03 PM

City: Rarotonga

Zip Code: 90983 Phone:

Product Offered: Title loan



Company Name: Autoloans Llc Street Address: Po Box 11 State: FL County: Fax Number: Web Site Address: Primary Jurisdiction: None

Secondary Company Or Person Your Complaint Is About

Company or Person? Company

Complainee Last Name:

Company Name: Street Address: State: M County: Fax Number: Web Site Address: Complainee First

E-mail Address:

Name:

City: Zip Code: Phone: E-mail Address:

Motor Vehicle Warranty Complaint Information

Vehicle Make, Model, and Year: Vehicle VIN No.:

Complaint Information

Incident Date\Time: 10/21/2015 1:00:00 AM

Incident Location:

Approximate Monetary Value:

Did you sign a contract?

Where did you sign this contract?

Is a court action pending?

Do you have an attorney representing you on this matter?

Are you willing to testify in court regarding this complaint?

Did you complain directly to the business?

What was the response from the business?

If no complaint was given to the business directly, why? Was this complaint filed with any other agencies? Do you think were targeted for unfair treatment due to your status as a veteran or active-duty service member?

Complaint Detail/Inquiry Information

I took out a 1800 title loan Dec 2014. I have pd 301/ month since January and was just to payoff is 2035 but including payments I have pd 2107. The loan should be pd off.

[False] Check if you want to send documentation. After you submit this form you will be provided with a postal mail address, and facsimile number, to which you may send documents.

[False] Check if this referral is just to give us information and you do not need us to respond to you directly.

[False] Check if you want to sign up for the Consumer Protection Listserv.

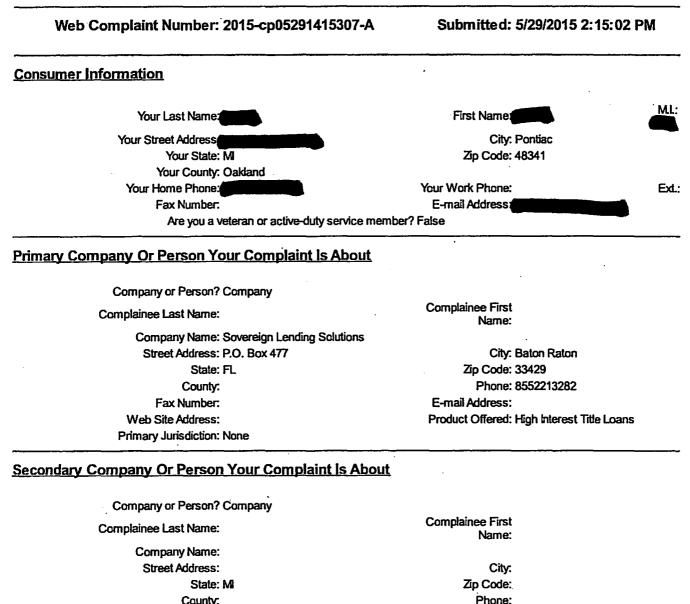
[False] Check if you want to sign up for the AG Press Release Listserv.

[False] Check if you want to sign up for the Attorney General Opinions Listserv.

(*)I certify that the information on this form is true and accurate to the best of my knowledge.

(*)I consent to releasing to the Michigan Attorney General any information or document relative to the investigation of this complaint. By checking this box, I also certify that I have had the opportunity to review the Michigan Attorney General Privacy Policy before submitting this complaint.

Michigan Office Of Attorney General Consumer Complaint Form



Fax Number: Web Site Address:

Motor Vehicle Warranty Complaint Information

Vehicle Make, Model, and Year: Vehicle VIN No.: E-mail Address:

Complaint Information

Incident Date\Time: 12/30/2014 1:00:00 PM Incident Location: Pontiac, Mi Approximate Monetary Value: 3000 Did you sign a contract? True Where did you sign this contract? At home Is a court action pending? False Do you have an attorney representing you on this matter? False Are you willing to testify in court regarding this complaint? True Did you complain directly to the business? True What was the response from the business? No response

If no complaint was given to the business directly, why?

Was this complaint filed with any other agencies? False

Do you think were targeted for unfair treatment due to your status as a veteran or active-duty service member? False

Complaint Detail/Inquiry Information

I unfortunately sold my soul for \$3,000. Originally I had dealt with Title Loan America but I started worrying when I sent to payments and they continued to harass me. When I questioned them about the harassment and why the would call my job and cellphone numerous times the customer service reps would laugh and sometimes hang up and then call back, but it would be a different person on the line. I lost my jib so I fell behind in payments. I've requested my contract several times to which I've never received originally so I could know what my options where, since I could never get an answer over the phone. Then, as we all know, because we're all in this situation, life happens and I missed 2 payments, all the while staying in contact with this RIPOFF SCAM COMPANY and it's insulting employees, my vehicle was reposessed. Please HELP.

[True] Check if you want to send documentation. After you submit this form you will be provided with a postal mail address, and facsimile number, to which you may send documents.

[False] Check if this referral is just to give us information and you do not need us to respond to you directly.

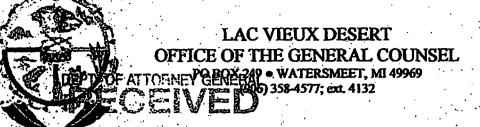
[False] Check if you want to sign up for the Consumer Protection Listserv.

[False] Check if you want to sign up for the AG Press Release Listserv.

[False] Check if you want to sign up for the Attorney General Opinions Listserv.

(*)I certify that the information on this form is true and accurate to the best of my knowledge.

(*)I consent to releasing to the Michigan Attorney General any information or document relative to the investigation of this complaint. By checking this box, I also certify that I have had the opportunity to review the Michigan Attorney General Privacy Policy before submitting this complaint.





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DEPT. OF ATTORNEY GENERAL

SEP 24 2015

CONSUMER PROTECTION DIVISION Septe

September 21, 2015 September 21, 2015

Michigan Department of Attorney General Consumer Protection Division P.O. Box 30213 Lansing, MI 48909

AG No. 2015-cp05291415307-A

Dear Sir/Madam:

Rei

The Lac Vieux Desert Band of Lake Superior Chippewa Indians ("Tribe") Tribal Financial Services Regulatory Authority ("TFSRA") has reviewed your August 12, 2015 correspondence detailing a consumer complaint from the service of the service of the tribulation of tribulation of the tribulation of the tribulation of tri

From complaint, the TFSRA understands that the transfer concerned with recent collection efforts on her short-term loan. The believes that Sovereign Lending Solutions, LLC ("SLS") is making aggressive and improper collection efforts.

The TFSRA has been working with states and consumers to address concerns about loans issued by Sovereign Lending Solutions, LLC ("SLS") with issue dates before April 2014. I would like to work with you to resolve **Construction** concerns. I would also like to take this opportunity to provide you with information that may be helpful to address future consumers' concerns about dated SLS loans.

As a brief background, SLS was a wholly owned and operated economic arm of the Tribe. However, by May 2014, SLS ceased operations, relinquished its Tribal consumer financial services license, and assigned its assets to Management Solution, LLC, a non-tribal company. Then, SLS dissolved on September 15, 2014. The TFSRA has since learned that the loans and assets assigned to Management Solutions, LLC, are now likely held by Car Loan, LLC, a company operating at P.O. Box 11, Rarotonga, Cook Islands, and whose customer service representatives are available at (855) 221-3282. September 21, 2015 Page 2

> Because SLS is dissolved and not operating in any capacity, any collection efforts on loans are not from SLS or the Tribe. Also, SLS and the Tribe do not have any interest in loan and will not make any effort to collect from her in the future.

The Tribe is a leader in the Tribal consumer financial services industry in part because of its commitment to consumer protection by its Tribal financial services licensees and the TFSRA. The Tribe has distinguished its Tribal consumer financial services from illegal lending schemes and strives to ensure consumer protection with full disclosure.

I hope this information is sufficient to allow your office to resolve the superconcerns. If the TFSRA may assist the superconcerns, you may reach the TFSRA at <u>tfsra@lvdtribal.com</u>, or by mail:

Lac Vieux Desert Band of Lake Superior Chippewa Indians Tribal Financial Services Regulatory Authority N5384 US 45, Room 200 P.O. Box 249 Watersmeet, MI 49969

If it is convenient, I may be contacted directly at <u>jgray@rosettelaw.com</u>, at (269) 283-5005, or at the mailing address above. Thank you for contacting the TFSRA with this matter.

Sincerely Gray cial Couns

cc: Tribal Council General Counsel · ·

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CONSUMER PROTECTION DIVISION - COMPLAINT COVER SHEET

Complaint No:	2015-0109596-A	Request Date:	05/07/2015
Complainant Name:			
	Saginaw MI 48603		
complainant E-mail:			
Subject of Complaint:	Autoloans LLC *** 1930 Village Center	· .	
	Las Vegas NV 89134		
teletion Order			- ·

Violation Code:

Sought:

HANDLER	ACTION	DESCRIPTION OF ACTION	DATE
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DAG 008-001 Authority: 1976 PA 331 Compliance: Voluntary Penaity: None

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MICHIGAN DEPARTMENT OF ATTORNEY GENERAL

CONSUMER COMPLAINT/INQUIRY FORM Former Division Division MAY 0 7 2015

Please be aware of the following:

- Complaints and inquiries become public records when they are submitted to the Attorney C IV C C General's office, and under the Michigan Freedom of Information Act, copies may be subject to disclosure to anyone who asks for them.
- A copy of the complaint may be sent to the business against whom the complaint is issued. An
 accurate company Fax number will expedite processing.
- A copy of the complaint may be sent to other governmental agencies.
- Please be particularly cautious with information containing your Social Security number, credit card account numbers, etc. for security purposes. If you believe it is necessary to submit such information, you should mail that information and the corresponding complaint.

Consumer Information	
Your Last Name	First Name:
Your Street Address: Your State: <u>Mich</u>	Zip Code: <u>SAGENAW</u> Zip Code: <u>H8603</u>
Your County: Your Home Phone	Work Phone:
Fax Number:	E-mail Address:

rimary Company or Person Your Complaint	
Company: Name: Auto hoan	LLC.
Street Address: 6/70 WESt Jake	MEAD BIV. LAS UESAS
State: NEVADA	MEAD BIV. City: <u>AS UESAS</u> Zip Code: <u>89108</u>
County:	Phone: 855-556-2489
Fax Number:	E-mail Address:
Website Address:	· · · · · · · · · · · · · · · · · · ·

Lompany: Name:	
Street Address:	City:
State:	Zip Code:
Phone:	
Fax Number:	E-mail Address:
Web Site Address:	
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Is Your Complaint About A Bill? Your Complaint About A Bill? Your If So, Please Provide A Copy	
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Is Your Complaint About A Bill? Your Complaint About A Bill? Your If So, Please Provide A Copy. Approximate Monetary Value: \$ Did You Sign A Contract?: Yes	INO DI IN FEDEX OFFice

Motor Vehicle Warranty Complaint Information

If your complaint involves motor vehicle manufacturer warranties or non-dealer service contracts, please fill out this section. Most other auto-related complaints, including dealer complaints and complaints concerning automotive repairs and repair facilities, must be filed with the Department of State's <u>Bureau of Information Security</u>, <u>Regulatory Monitoring Division</u>: **1-888-767-6424**.

Vehicle Make, Model and Year: .

VIN No.: ____

Complaint Detail/Inquiry Information

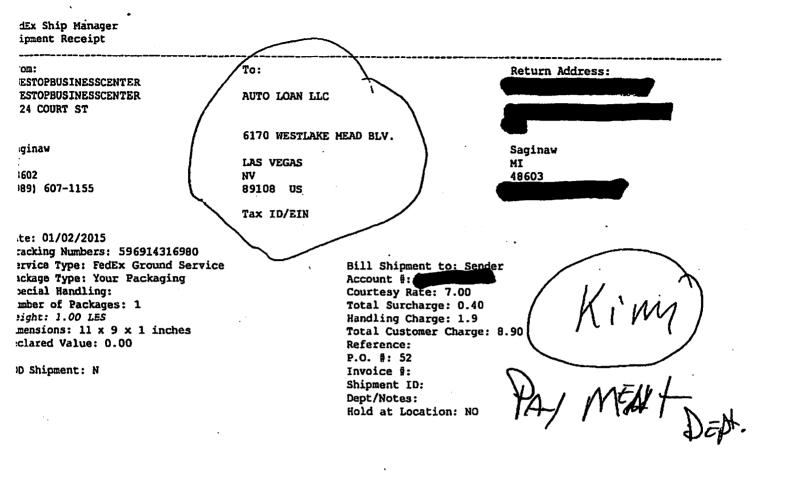
Describe your problem, what attempts you have made to correct it, and how you would like to have the problem resolved. Use additional sheets if necessary.

I took out a title LUAN ON 2002 <u>Chevy Aualanche For 1000, 11-19-2014</u> THE CONtact Penson WAS Glen Stephens, OF Auto LOAN H. S. MR. Stephens Said My REPAyment Would De */, 312.00 AND Would

Send Contract in mail. THE bornowed Money WAS pat into my Acc. - Credit Union. 12-2-2014 Repayment WAS 217-80 For 6 months. I made 1st REpayment, Mover Onden to Address given me I took Muney Onden to ONE Stop mailing TEDEX Store, Auchtet them send it iu-1-1-15 I called Auto how About A WEEK haten to Make Sume My Movey Onder got to them And to Find out that it did Not. So I went Dack to FEDEX to TRACE it ANd they told me, that the people they sent it to had to Sign For it, so they Must have it hand this is What I told the People of Auto, IN the Process OF TRACKing this Money Orden, I did not want to take the Chave OF Losing Any more I Allowed the Company to take the movey dut of My S.S. check. THey Recrived 3 Paymont But OF My Funds besides the Moux Onden they Say they NEVER Receved, Icalled AUto hoan 4 times to get Something OFA Contant pro PAYOFF Amountin the MAil And they told me they don't SENd out Mail. I did not Undenstand that SO Iasked to SPEAK to MANAgen. Joth WAS his NAME JOHN WASN'T VERY Polite, HE WAS NASTY_

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- And Rude, during our Conversation AFter His Rudeness, I told him, I thouk he was Pulling ASCAM, And then he Went Ballistic And Said he No longer Want to do business with me, And Hung UP. HE Pulled my TRUCK 4-28-20 All I WANTED WAS A CONTRACT to the FRANACTION OF MY TRUCK and PAPOFF AMO UNT. INEVER SAID I WASN'T GOUNG to Pay my bill, Not Once. I Stoped My Repayment out of My Check, but I Still WAS going to REPAY MY Noteby A thind PARty On Anothen WAY. Please HELD ME RECOVER MY TRUCK.



TERMS AND CONDITIONS

or complete terms and conditions see the Fedex Ship Manager License

preement to Terms. By giving Fedex Your shipment, You agree to be bound by the terms and conditions specified this document, the Fedex Service Guide and the Fedex Ship Mananger License You previously executed, all of the incorporated here in by reference, for carriage of the shipment via Fedex delivery services to estinations located outside the United States. If there is a conflict between this document and the Fedex up Manager License, the Fedex Service Guide ('Service Guide')or the Standard Condition of Carriage (which are vailable upon request from Fedex), then in effect, the Service Guide or Standard Conditions will control, as uplicable.

istoms Clearance. You hereby appoint Fedex as Your agent solely for the performance for customs clearance ind certify Fedex as the nominal consignee for the purpose of designating a customs broker to perform customs learance. In some instances, local authorities may require additional documentation confirming FedEx's ppointment. It is your responsibility to provide proper documentation and confirmation, where required.



revex would P.O. Box 108 Phitsburgh, PA 15230-0108

February 11,2015

Dear Customer:

The following is the proof-of-delivery for tracking number

596914316980.

Delivery Information:					
Status	Delivered		Delivery location:	6170 W LAKE MEAD BLYD	
Signed for by: Service type:	HLAVALA FedEx Ground		Delivery date:	Las Vegas, NY 89108 jan 8, 2015 13:19	
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Shipping Information:

Tracking number: 596914316980

Recipient: AUTO LOAN LLC 6170 WESTLAKE MEAD BLV. LAS VECAS, NY 89108 US

Purchase order number

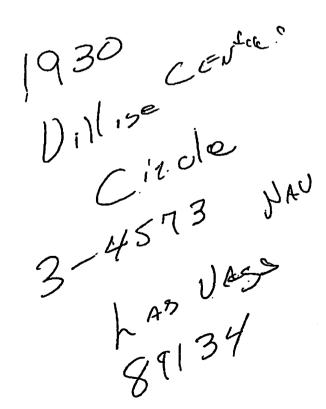
Thank you for choosing FedEx Ground.

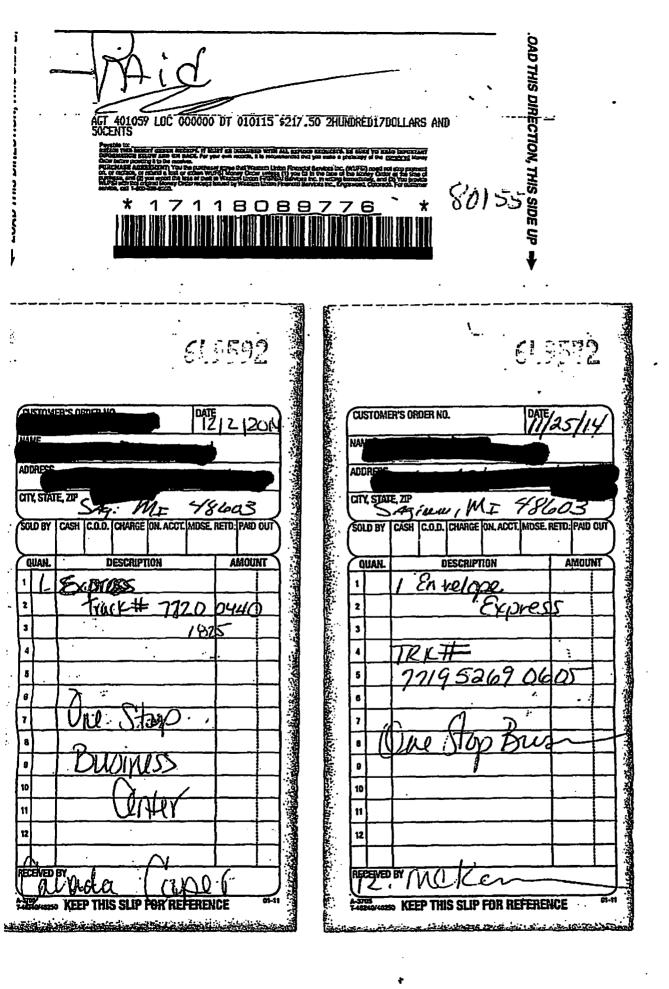
FedEx Warishide Customer Service 1.800.GoFedEx 1.800.463.3339 Ship date: Welght:

Shippe: ONESTOPBLEINESSCENTER ONESTOPBLEINESSCENTER 1224 COURT ST Saginaw, XI 48502 L5 Jan 2, 2015

1.0 lbs/0.5 kg

52







We have sent you a GPS Vehicle Tracking Device via FedEx.

Once installed, the GPS unit will automatically verify the VIN and ensure it has been installed in the correct vehicle.

Please be aware: removal of the GPS unit constitutes a voluntary default of the loan and we will be notified immediately.

The GPS Vehicle Tracking Device is very easy to install:

1. Locate the OBD port underneath your vehicle's dashboard

2. Insert the Vehicle Tracking Device into your vehicle's OBD port.

3. Drive your car for 5 to 10 minutes.

4. Park your car under open air. DO NOT park in a garage or car port.

5. Thirty minutes after installing the Vehicle Tracking Device, call 1(855) 556-2489 to notify of installation.

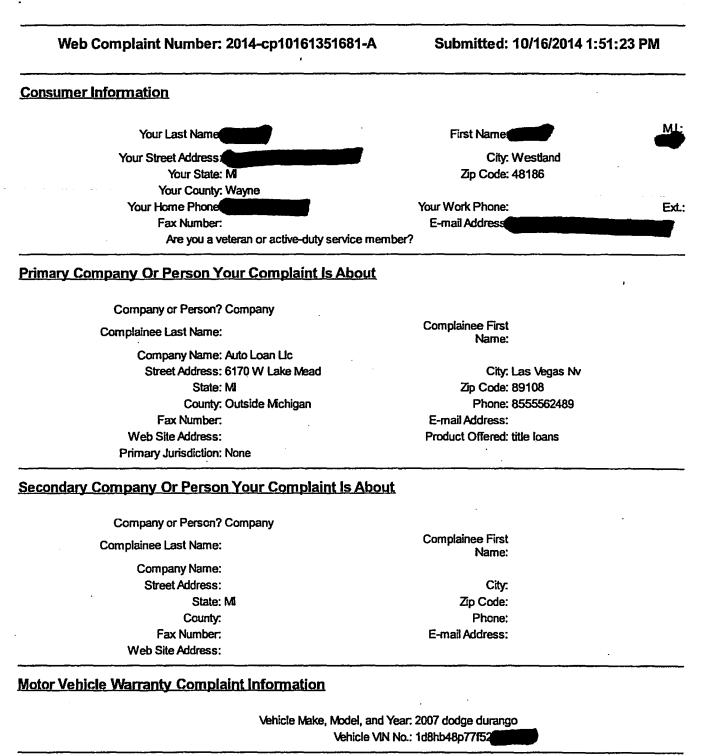
You can also click on the link below for an instructional installation video: <u>http://www.youtube.com/watch?v=U9pccEPJXvM</u> (This video is only 44 seconds long)

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Michigan Office Of Attorney General Consumer Complaint Form



Complaint Information

Incident Date\Time: 9/2/2014 3:00:00 PM Incident Location: 28961 oakwood inskter mi 48141 Approximate Monetary Value: 10,000 Did you sign a contract? True Where did you sign this contract? through email Is a court action pending? True Do you have an attorney representing you on this matter? False Are you willing to testify in court regarding this complaint? True Did you complain directly to the business? True

Complaint Detail/Inquiry Information

on 8-1-2014 I requested a title loan from a online companies and they advise me that I can borrow the money but they would have to mail me a gps to go on my truck until the loan was paid back. my first payment was due on 9-5 2014 and upon paying my first payment with my credit card like it was told to me I was told they processing machine was down and that I had to mail the payment in so I went to money order and got a money order and mailed it out to them. the called and stated they did not receive the payment and one week later they came and took my truck and ask ,e to wire them 5000 to get my truck back. I didn't have the money and one month later I receive a abandoned vehicle letter in the mail that my truck was put in the system under jurisdiction on 10-8 2014 and the letter states that I abandoned my truck since 5-13-2014 which is not true I had a car accident that day and I was giving back my truck my dhs worker paid to get my truck fix and I received my truck back 3 weeks later and on 7-15-2014 I had a different accident and I had full coverage insurance and my truck was fix and giving back to me on 8-17 2014 from concept collision and on 9-1-2014 the loan people came and took my truck from me these guys are bbb I have a fraud case with the Inkster pd they told me they sold my truck on 10-6-2014 and my truck was entered into abandoned on 10-8-2014 I went to the secerty of state on 10-15-2014 and I am still the title owner to my truck these guys are running a big scam and 7 ds towing don't have my truck no one knows where it is . im faxing more info.

[False] Check if you want to send documentation. After you submit this form you will be provided with a postal mail address, and facsimile number, to which you may send documents.

[False] Check if this referral is just to give us information and you do not need us to respond to you directly.

[False] Check if you want to sign up for the Consumer Protection Listserv.

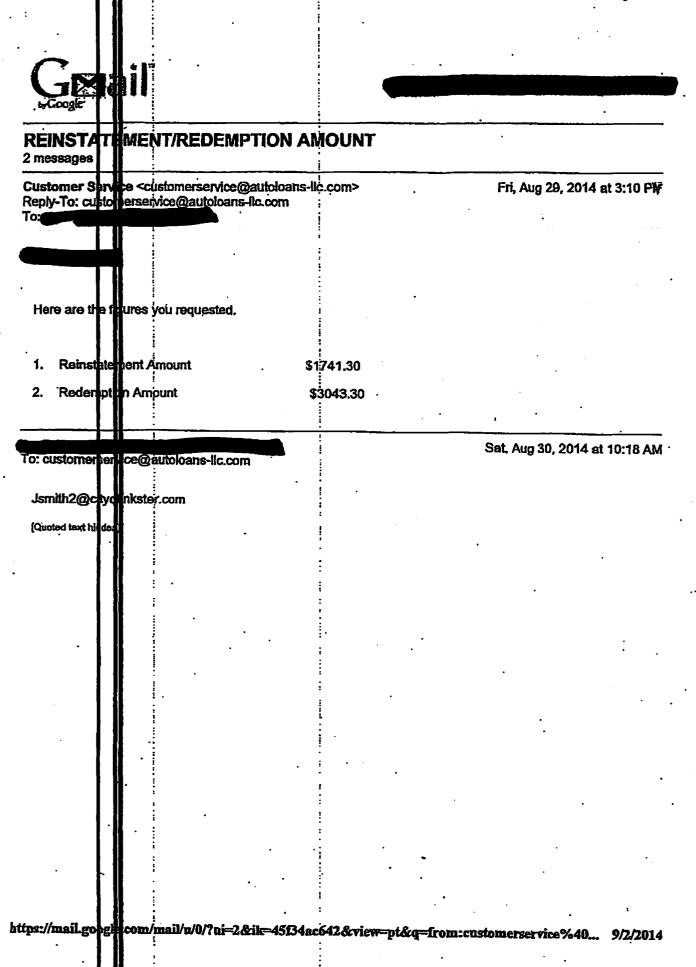
[False] Check if you want to sign up for the AG Press Release Listserv.

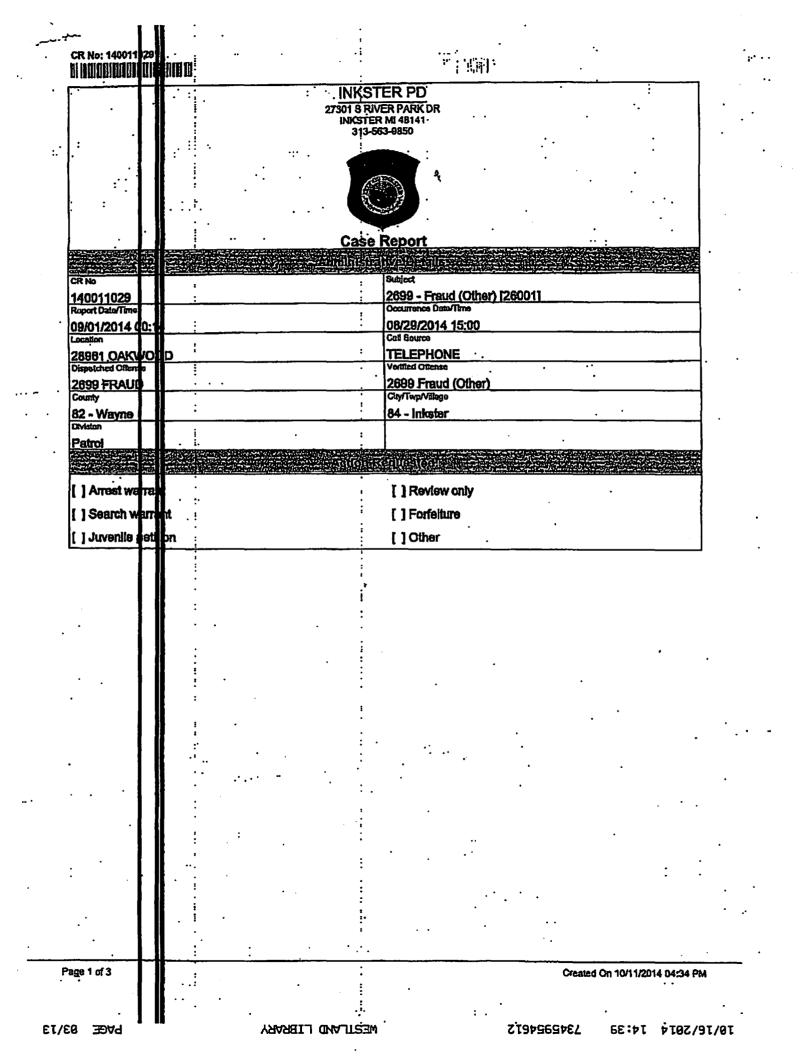
[False] Check if you want to sign up for the Attorney General Opinions Listserv.

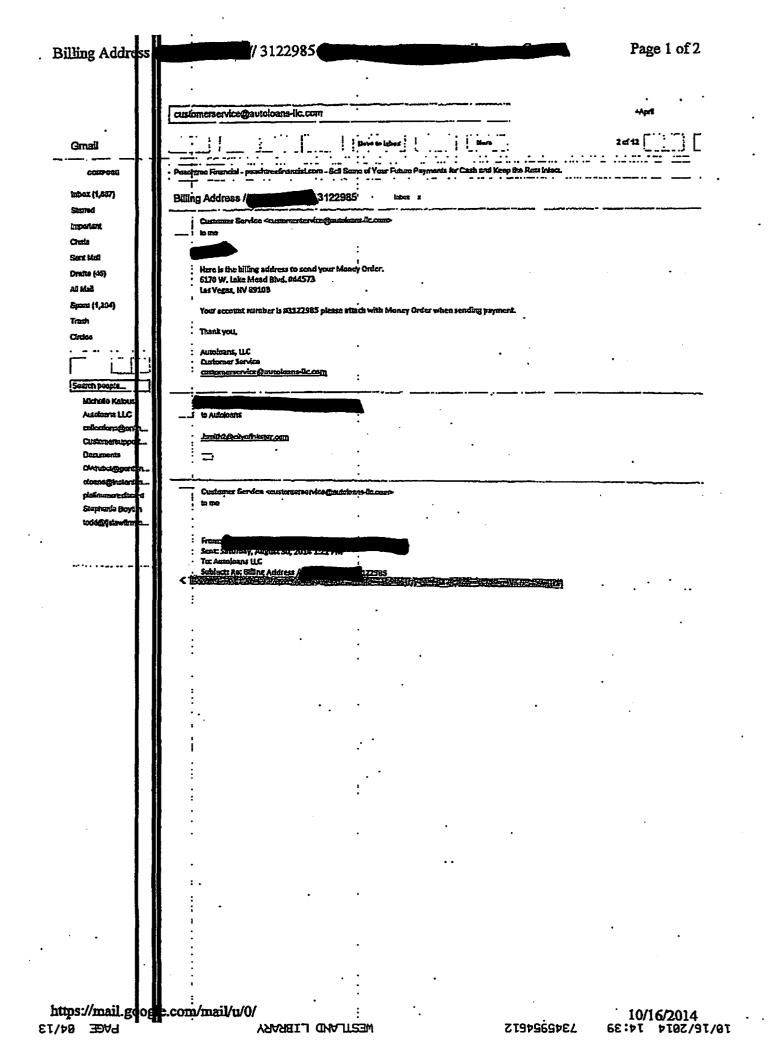
(*)I certify that the information on this form is true and accurate to the best of my knowledge,

(*)I consent to releasing to the Michigan Attorney General any information or document relative to the investigation of this complaint. By checking this box, I also certify that I have had the opportunity to review the Michigan Attorney General Privacy Policy before submitting this complaint.

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	Michigan [epartment of State	
·].].	NOTICE OF A	BANDONED VEHIC	LE
		· ·	·
copy of this ork to each party o	m eighteen years of age of sinal Notice of Abandoned	NOTICE CERTIFICATE older, and that on this date the Vehicle and Petition for Hearin kill from Lunxing, Michigan, as 12).	ng on Abandoned Vehicle
÷	•	Oate of Notice 10/0 Complaint Number 8234	9/2014 903-67
	MI 48186	Court Address 421	DISTRICT COURT Madison Ave Floor OIT, Mi

Our records indicate that you are the titled owner of the vehicle listed below. This is to notify you and any secured party on record that this vehicle was taken into custody as an abandoned vehicle by the law enforcement agency listed below.

Unless this is an urregistered, abandoned, scrap vehicle, you have 20 days from the date of this notice to redeem it by pavin the fees and accrued charges to the custodian of the vehicle. The vehicle may be sold at public auction after 20 days. However, if the proceeds from the sale of the vehicle do not satisfy the towing fees and accrued daily storage fees, the custodian of the vehicle may collect the balance of those unpaid fees from the last title owner, subject to section 252i.

You may also connect that this vehicle was properly deemed abandoned, removed, or the reasonableness of the towing and that r storage fees by completing the enclosed petition to request a hearing with the court listed above. The setition must be filed with the court by mail or in person within 20 days of the date of this notice. Please set r to the back of this form and the enclosed petition for more information.

WARNING: If you to not redeem an abandoned vehicle or request a hearing within 20 days of the date of this notice, the tax enforcement agency may transfer ownership of the vehicle and terminate all rights of the owner and any secured parties to the vehicle or to the proceeds of the vehicle sale.

Vehicle Information: Year Make 2007 DODGE	Vehicle Identification Numb 108HB48P77F52	i Model and Body Style DURANGO	su	. :
Titled Owner Name a	Address:	: .		
		•		• •
WESTLAND .	MI 40186		• •	
First Secured Party I	me and Address:	· .		·
AUTOLOANS ELC 6170 W LAKE NEA LAS VEGAS	NV 89108	· ·		
8econd Secured Pare	Name and Address:	· · · · · · · · · · · · · · · · · · ·		
Law EnforcementAgen DETROIT POLICE	cy Name and Address:	· · ·		
2121 W FORT ST DETROIT, MI		BANDONED VEHICLE TASK	C FORCE	
Date Vehicle Taken 100 05/13/2014 JAME	Custody and Approximate Locatic CUZENS/ STEEL DETROI	n From Which Vehicle Taken	into Custody:	e server a
Custodian-Location	ıoro Vehicle is Held:			
SEVEN D TOWING				
DETROIT	MI 48234		•	. •
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Talod Owner Copy			тъ.б	2E-F (Rov. 03/10)
LAGE 02/13	Yaand Librajis	215 ME		10\12\5014

Hello my vime: 15

I receive a Letter in the mad From the Michigan Department of state. Pitition For hearing on Abandoned Vehicle. about My 2007 Derage Durango. as I start this story from the. benninging. Dr \$/13/2014 I was in a accident and I hit my truck on James Cuzens/steel. Detroit ME. My Truck was not maliable and the the police Tower my Truck to seven D publing. Souch D Towing agree that they was Whe to Fix my truck and that my worker. From DHS 'ould pay my specialist name is R. Curney - 313-943-5243 Once severa D Towing Fix My car I went to go Ind pick of my teack. about 3 weeks hto. once I Jot my Troop From Seven & Towing. I was involve in 1 car accellent on 7/15/2014 with the same twee and my TRUK was sent to concept coller in oak park nz but I had four concept and my insurance company hand close to 3 thousand to fix by trace once i got my track back. It was taken away from Me. a Coupie of weeks before my second acadent I was low on money so i used a. title leander to relp me atthe money and I founded this company on ine auto onsilc. I borrowed 1000 From the company and suppose to pay back every month until paid off. WESTLAND LIBRARY PAGE 06/13 7345954612 \$T0Z/9T/0T



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By Phone Tel: (800) 838-7103 Ext. 73970

By E-mail nicole.snelling@ libertymutual.com

LM General Insurance Company 27201 Bella Vista Pkwy Ste 400 Warrenville, IL 60565

Visit us online LibertyMutual.com

About Claims Process Libertymutual.com/claimsinsurance/about-claims-process

Mobile

50.00

Scan QR Code with your iPhone or Android smartphone to download the claims app or download a free reader app at www.l-nlgma:mobl



umber: PD000-030188968-03 Loss: 07/15/2014

This letter is to notify you that under the Michigan No Fault Act of 1973 you can pursue a mini-tort claim if you are 50% or less at fault to recover up to \$1000,00 for the damages to your vehicle which is not covered by inst rar ю.

In order to assist you in filing the mini-tort claim, we have submitted the declaration page, police report and damage estimate to the insurance carrier for mean fault driver.

The insurance carrier for the other driver will need to speak with you directly to contem the facts of the accident. In order to expedite the recovery of your mai-tort, please allow:24 hours and then contact the insurance compare listed below. If the at fact driver/owner is uninsured, you may refour claim, in small claims cour **Durs**

Insularite Company: Progressive Phone dumber: 1- 800-776-4737 Their clim number: 142434688 Clairpart: Edward Davis Date of loss: 7/15/2014

If you any questions or need any assistance, please contact the claims department. :

Sincerel Nicole Stelling Claims partment

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Westland MI-48186-5228

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Page 1 of 1

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Loan Service ... nº 05202014 nft reposses to sequence

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Share

Loan Servicing Solutions, LLC Wiring Instructions

Beneficiary Information Beneficiary Institution:

Wells Fargo Bank, NA Portland, OR 97228

Routing #

Beneficiary Name:

Loan Servicing Solutions, LLC

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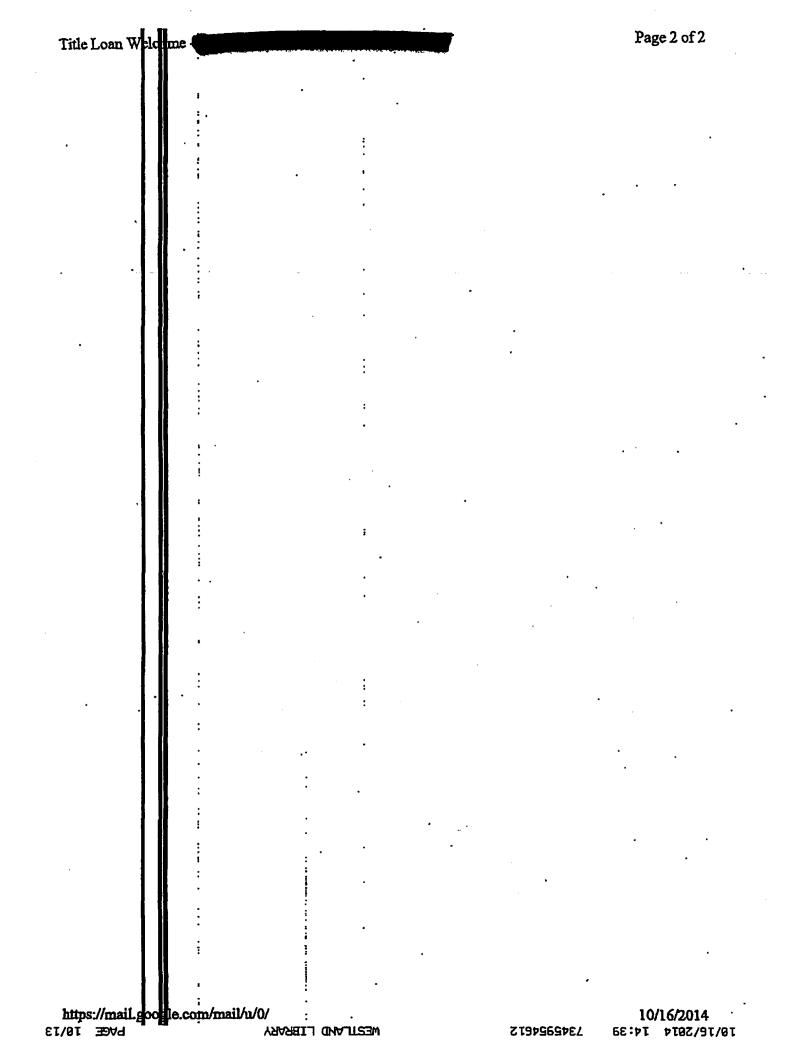
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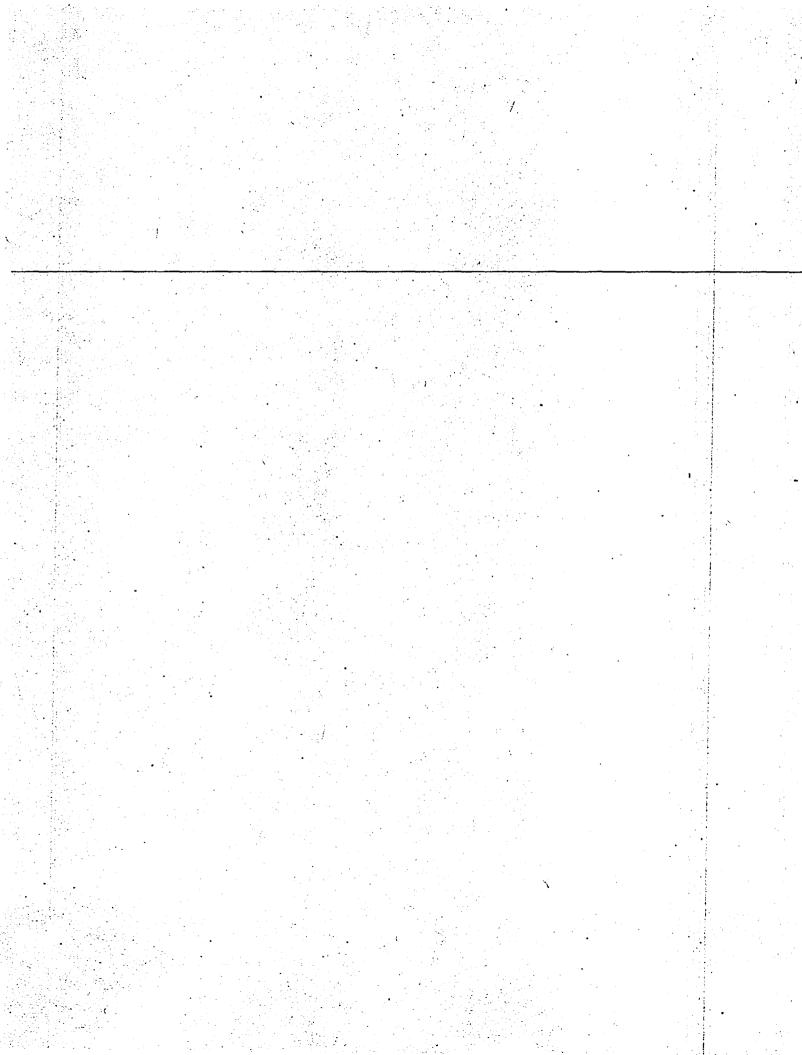
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MESTLAND LIBRARY

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The date that was supposed to pay back the loan they said the processing much was down to mail the payment in our I went to money order Sent them the peop-money to the vegas address and thought everything was fine one week later they came and Took my TRICK and I Fold Me I had to pay 1700 to get my truck lack and the to get my title back. I told them god was joing tohelp me the said he was not and 9° Set Money. = gave it the god. Then = get a Leiter in mail From State of michigan saying my Treek was abandonded. which was a life. because on 5/13/2014 was the reported ate and that is the same date my acordent. I beleive they trying to remain me from the Title so they can sail is truck. My Nome is still on title, water I cailed the state of michigan are last activity on title way July, 30, 201 I have phone calls and more infor. when autour come and got my truck they took it to Vand S. Towing on Dave and Fenkell. and officer was Called at to Location, No one has my truck I get the run around. 7 D Towny told me i couldn+ cyrn come up there Hay I also heren seiting harrassing Thone cadis emails and I QEVOLO FOO MUS LIFC. 7345954612 10/16/2014 14:39

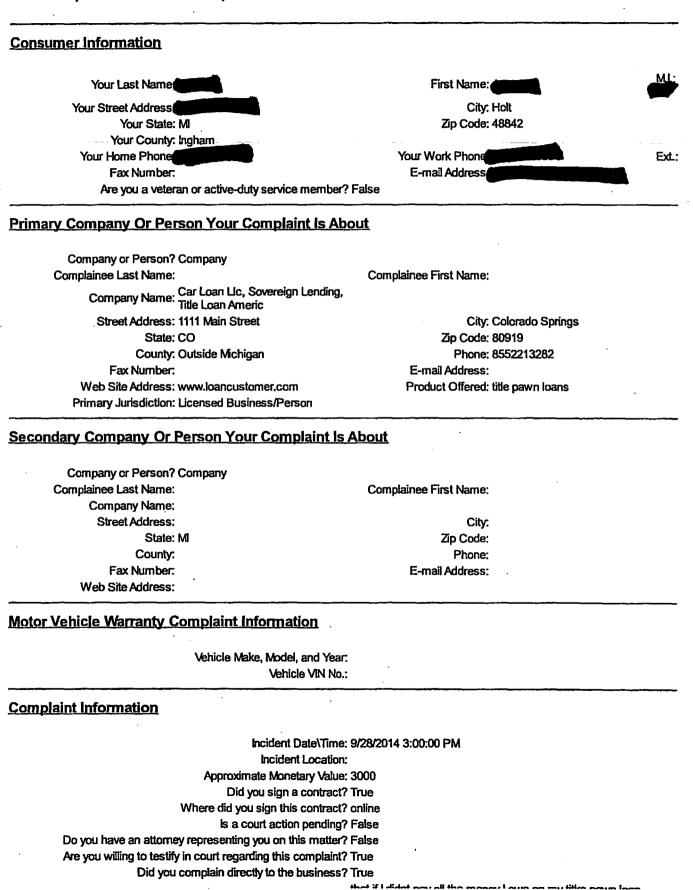
Seven D toming repeated the thee the Abaptic pro in spistical. Some very contraction the company change Name Tech cum was she what in stight. when others is might what. SCATURE THEY told me I was a title loan I have. Charles and Vlice Recended carls From this companie it need my more information please call me They phone . nomber . V.S. Towing Auto locin Ilc 855-556-2489 825-271-3282 PAGE 13/13 MESTLAND LIBRARY 1342924215 10/12/2014 14:33



Michigan Office Of Attorney General Consumer Complaint Form

Web Complaint Number: 2014-cp09281718835-A

Submitted: 9/28/2014 5:18:54 PM



If no complaint was given to the business directly, why? Was this complaint filed with any other agencies? False Do you think were targeted for unfair treatment due to your status as False

a veteran or active-duty service member?

Complaint Detail/Inquiry Information

I took out a title pawn loan in january of this year and I was always pretty skeptical of their practices but I was unable to get any other assistance so I got the loan. The loan was for \$1100 and I have paid \$217.80 per month every month for 11 months and then the last is a balloon payment of \$3000. They go by several different names Car Loan Lic and Sovereign Lending Solutions and Title Loan America. Car loan lic is saving that sovereign gave the portolio over to them but I found a correspondence online saving that is not the case, here is that information Thank you for contacting the Lac Vieux Desert Band of Lake Superior Chippewa Indians ("Tribe") Tribal Financial Services Regulatory Authority ("TFSRA") with your concerns. As you may know, the TFSRA regulates Tribally owned and operated businesses engaged in the provision of consumer financial services and their vendors. You are correct, Sovereign Lending Solutions, LLC ("SLS") ceased lending operations, on April 7, 2014 and transferred all of its assets to Management Solution, LLC. Management Solution, LLC does not hold a license to engage in consumer financial services in accordance with Tribal law or within the jurisdiction of the Tribe. After reviewing TFSRA records, we have found three (3) addresses associated with Management Sclution, LLC. The addresses are as follows: Management Solution, LLC, 951 Yamatto Road, Suite 104, Boca Raton, FL 33431 Management Solution, LLC, 500 NE Spanish River Blvd, Suite 15, Boca Raton, FL 33431 Management Solution, LLC, 433 Plaza Real, Suite 275. Boca Raton, FL 33432 The TFSRA records also show that at one time, Management Solution, LLC had a registered agent: National Registered Agents, Inc., 160 Greentree Dr., Suite 101, Dover, DE 19904. Unfortunately, we do not have current information regarding Management Solution, LLC and are unable to confirm that the addresses provided above remain valid. As to your final concern, the TFSRAhas never licensed "Car Loan, LLC," to engage in the provision of consumer financial services or as a vendor to assist with provision of consumer financial services of any tribally owned and operated business. Pursuant to the Tribal Consumer Financial Services Regulatory Code, only entities wholly owned and operated by the Tribe are authorized to engage in consumer financial services or hold a consumer financial service licenses - and "Car Loan, LLC" is not such a licensee; nor is it a licensed vendor of any such entity wholly owned and operated by the Tribe. Furthermore, "Car Loan, LLC" cannot be doing business with or for SLS because SLS ceased the operation of its tribal lending business effective April 7, 2014. Unfortunately, because the TFSRA has not dealt with 'Car Loan, LLC,' we are unable to assist you further with regards to its claims. Again, thank you for contacting the TFSRA with your concerns. We hope you found this information helpful. If we can be of any further assistance, please feel free to contact us in the future. I spoke with ion today and I asked him if I could have a cooy of their business license and he said no and I said why not and he said you dont need it. I have already paid them \$1793 and my loan amount was \$1100. I came across some information online about these type of loans and how they are illegal so I wanted him to convince me and all he gave me was his words. He said he doesnt want my car but if I dont pay he will never return my title or release the lien on it. At this point im not trying to get out of it I just want to know if they are legally doing this or not. I told ion I would call on oct 3rd to make my next payment but because I was not going to set it up right then he said he was going to note my acccount that I wax blatantly refusing to pay my loan and I said I never said that and he said yes you did we went back and forth on this for a while and then he hung up on me. Can you help me to figure this out?

[False] Check if you want to send documentation. After you submit this form you will be provided with a postal mail address, and facsimile number, to which you may send documents.

[False] Check if this referral is just to give us information and you do not need us to respond to you directly.

[False] Check if you want to sign up for the Consumer Protection Listserv.

[False] Check if you want to sign up for the AG Press Release Listserv.

[False] Check if you want to sign up for the Attorney General Opinions Listserv.

(*)I certify that the information on this form is true and accurate to the best of my knowledge.

(*)I consent to releasing to the Michigan Attorney General any information or document relative to the investigation of this complaint. By checking this box, I also certify that I have had the opportunity to review the Michigan Attorney General Privacy Policy before submitting this complaint.

AG-COD

From: Sent: To: Subject:

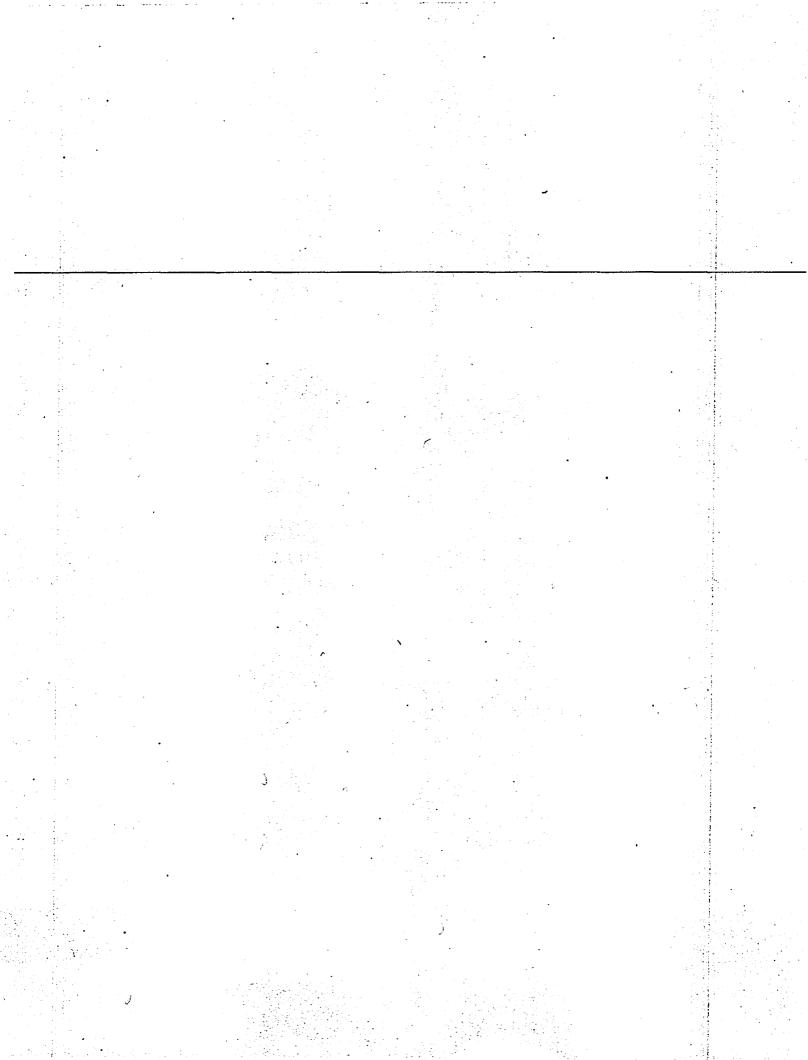
Thursday, October 02, 2014 1:55 PM AG-COD Claim#2014-CP09281718835-A

Claim# 2014-CP09281718835-A

Hello, I am writing to you today to rescind a complaint I made last week against Sovereign Lending Solutions/CarLoan-LLC. Please be advised that myself and the company have come to a amicable agreement.

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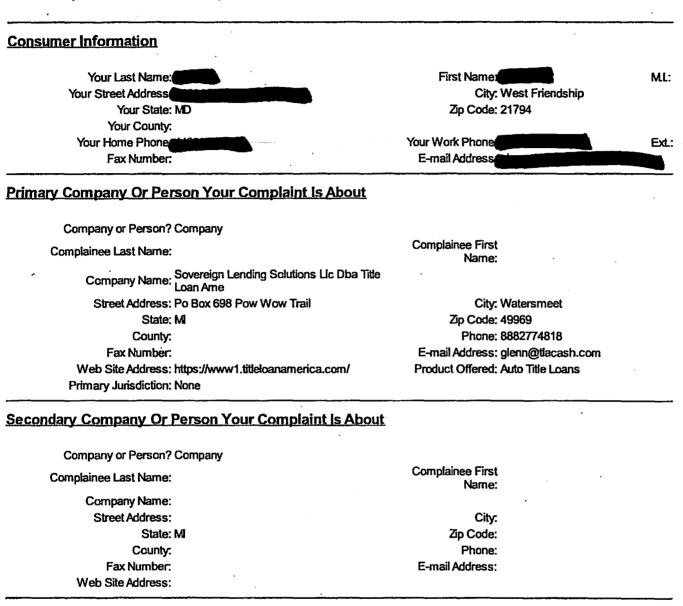
Thanks for your help



Michigan Office Of Attorney General Consumer Complaint Form

Web Complaint Number: 2014-cp01081323382-A

Submitted: 1/8/2014 1:23:34 PM



Motor Vehicle Warranty Complaint Information

Vehicle Make, Model, and Year. Vehicle VIN No.:

Complaint Information

Incident Date\Time: 1/2/2014 1:00:00 PM Incident Location: West Friendship, MD Approximate Monetary Value: \$3,650 Did you sign a contract? True Where did you sign this contract? Maryland Is a court action pending? False Do you have an attorney representing you on this matter? False Are you willing to testify in court regarding this complaint? True Did you complain directly to the business? True What was the response from the business?

Complaint Detail/Inquiry Information

I was approved for an auto title loan on 12/31/13. As per the instructions of the title loan company, I sent my original auto title to them via FedEx. They then informed that they would not be doing business in the Month of January. However, they are holding the title to my car. They are not taking calls now, and I have had no response from my emails about receiving my original title.

[False] Check if this referral is just to give us information and you do not need us to respond to you directly.

[True] Check if you want to send documentation. After you submit this form you will be provided with a postal mail address, and facsimile number, to which you may send documents.

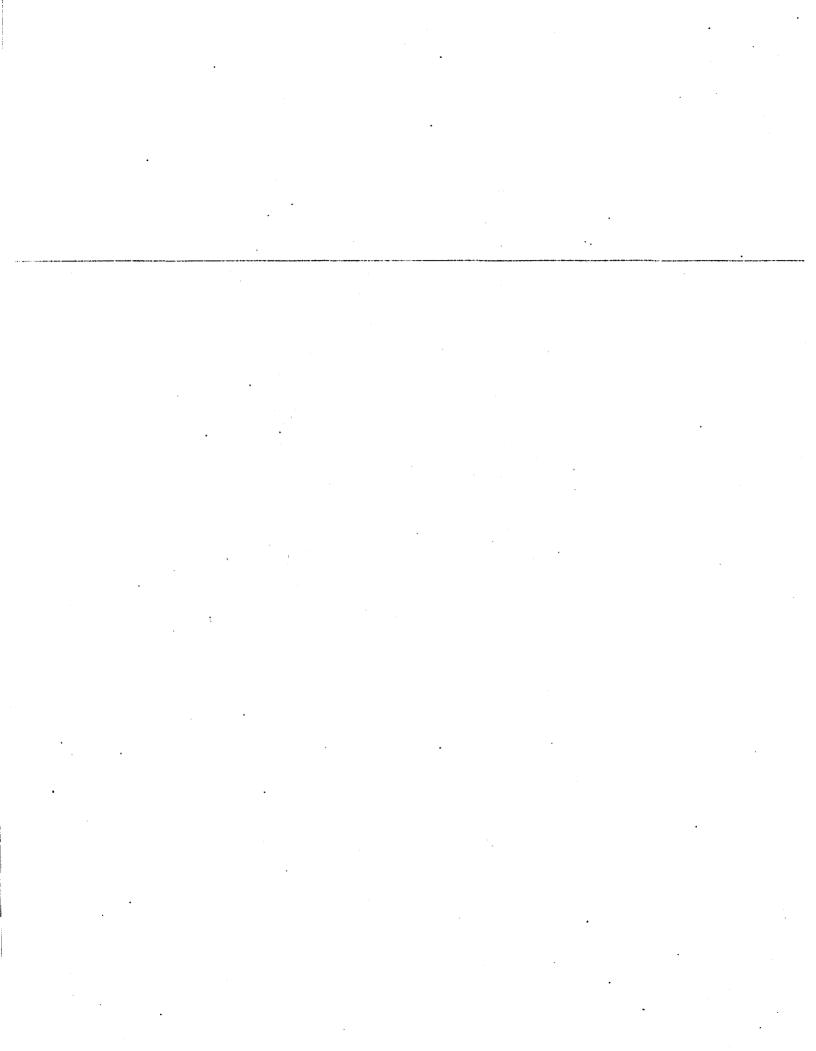
[False] Check if you want to sign up for the Consumer Protection Listserv.

[False] Check if you want to sign up for the AG Press Release Listserv.

[False] Check if you want to sign up for the Attorney General Opinions Listserv.

(*)I certify that the information on this form is true and accurate to the best of my knowledge.

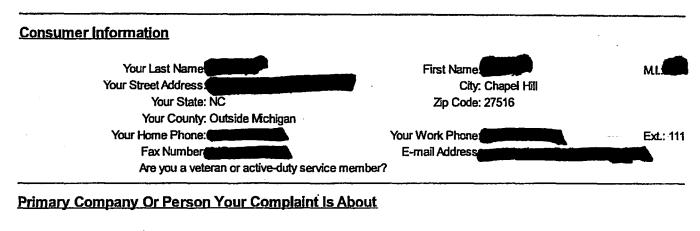
(*)I consent to releasing to the Michigan Attorney General any information or document relative to the investigation of this complaint. By checking this box, I also certify that I have had the opportunity to review the Michigan Attorney General Privacy Policy before submitting this complaint.



Michigan Office Of Attorney General Consumer Complaint Form

Web Complaint Number: 2014-cp12170850755-A

Submitted: 12/17/2014 8:50:41 AM



Company or Person? Company

Complainee Last Name:

Company Name: Sovereign Lending Solutions Street Address: Po Box 698 State: MI County: Fax Number: Web Site Address: https://www.loan-customer.com Primary Jurisdiction: None Complainee First Name:

Complainee First

Name:

Zip Code:

Phone: 8552213282

E-mail Address: customerservice@cartoanlic.com

City: Rarotonga, Cook Islands

City: Watersmeet Zip Code: 49969 Phone: 8552213282 E-mail Address: Product Offered; car title loans

Secondary Company Or Person Your Complaint Is About

Company or Person? Company

Complainee Last Name:

Company Name: Car Loan Llc Street Address: Po Box 11 State: County: Outside Michigan

Fax Number:

Web Site Address: https://www.loan-customer.com

Motor Vehicle Warranty Complaint Information

Vehicle Make, Model, and Year: Vehicle VIN No.:

Complaint Information

Incident Date\Time: 6/1/2013 1:00:00 AM

Incident Location: Chapel Hill, NC

Approximate Monetary Value: 2800

Did you sign a contract? True

Where did you sign this contract? in my home

Is a court action pending? False

Do you have an attorney representing you on this matter? False

Are you willing to testify in court regarding this complaint? True

Did you complain directly to the business? True

Complaint Detail/Inquiry Information

I accepted an auto title loan on 6/28/2013 via an internet website from Title Loan America that I learned is actually Sovereign Lending Solutions, LLC doing business as Title Loan America that advertised via TV commercial. I was approved for a \$2,800.00 loan using my 2004 Infiniti G35 4dr Sedan as collateral via a written agreement that was mailed to and signed at my private residence in Chapel Hill NC and returned via Federal Express to Title Loan America at 2501 N. Federal Highway in Boca Raton, FL. During the application and approval process I communicated with Kelvin Britton (kelvinb@tlacash.com) and Clint M at Title Loan America and both representatives informed me that the loan was legal nationwide including in North Carolina because Sovereign Lending Solutions was an entity with sovereign immunity via membership with the Lac Vieux Desert Band Chippewa Indian Trip. I was also informed that I could repay the loan within 30 days without penalty or interest or I could make monthly payments for one year to repay the loan. I made nine monthly payments between August 2013 and April 2014 totaling \$5,596.32 and when I called the company in May 2014 to schedule a payment I was informed that the company had changed names to Car Loan LLC, but never received any formal written nctification that my loan had been purchased or transferred to another entity. I was directed to continue to make my payments and made two more payments in May and June 2014 for a total of \$1,133.56. Then in July 2014 I received a telephone call from a representative at Car Loan LLC asking how I planned on paying off my loan and stated I only had one more payment to make; however was then informed that I had to pay a large balloon payment in the amount of \$3,200 in order for my loan to be paid in full and was informed that my previous payments were only paying off interest and were not being credited toward the principal balance. I informed the representative that I had been misinformed about the loan, but was told I had no choice and I could either make the balloon payment, renew the loan or have my car repossessed. At this time I also learned that the company was now operating outside of the USA in Rarotonga, Cook Islands. On July 23, 2014 I received an email from customerservice@carloan-llc.com stating a new loan had been funded and was provided a new account number, but was never asked to sign a new loan agreement and was informed I did not have to sign a new agreement. I made two additional payments in August and September totaling \$982.28. To date I have paid a total of 7,712,16 for a loan amount of 2,800.00 that is more than 250% compounded interest rate which exceeds the usury rate permitted in North Carolina. I have made several requests for copies of the new loan agreement to no avail and was told by several representatives at Car Loan LLC that the loan remains legal although their offices are located outside the USA because the company has sovereign immunity through the Chippewa Indian Tribe and that if I did not continue to make payments they would repossess my car. The Secretary of State does not have any record of a registered entity approved to operate a business in NC or MI under the names of Car Loan, LLC, Sovereign Lending Solutions, LLC or Title Loan America and I have also received written notification that Sovereign Lending Solutions, LLC, dba Title Loan America, doing business at E23698 Pow Wow Trail, P.O. Box 698, Watersmeet, M has been dissolved by consent of the member pursuant to Chapter 5, Section 22(A)(2) of the Lac Vieux Desert Band of Lake Superior Chippewa Indians Business Entity Ordinance, as of September 15, 2014. I believe my loan with Sovereign Lending Solutions, LLC was obtained illegally through deceptive and predatory lending practices.

[True] Check if you want to send documentation. After you submit this form you will be provided with a postal mail address, and facsimile number, to which you may send documents.

[False] Check if this referral is just to give us information and you do not need us to respond to you directly.

[False] Check if you want to sign up for the Consumer Protection Listserv.

[False] Check if you want to sign up for the AG Press Release Listserv.

[False] Check if you want to sign up for the Attorney General Opinions Listserv.

(*)I certify that the information on this form is true and accurate to the best of my knowledge.

(*)I consent to releasing to the Michigan Attorney General any information or document relative to the investigation of this complaint. By checking this box, I also certify that I have had the opportunity to review the Michigan Attorney General Privacy Policy before submitting this complaint.

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Pawn Ticket and Agreement

Autoioans, LLC P.O. Box 11	Consumer (Nar	Consumer (Name, Address, City, State, Zip, telephone):								
Rarotonga Cook Islands	Ann Arbor, Mic	higan 48103 .								
TRUTH - IN - LENDING DISCLOSU	rės	· · · · · ·	••							
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	· Total of Payments							
The cost of your credit as a yearly rate.	The dollar amount your credit will cost you.	The amount of credit provided to you.	The amount you will have paid after you have made all payments as scheduled.							
247.65%	\$3,901.60	\$1,500.00	\$5,401.60							
Payment Schedule										
NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	<u>w</u>	HEN PAYMENTS ARE DUE							
н	\$316.80	Every 30 d	ays, beginning 30 days from the date of funding							
Final Payment	AMOUNT OF PAYMENT		WHEN PAYMENT IS DUE							
i .	S1, 916.80	36	0 days from the date of funding							
Security Interest: This pawn transaction is loans under \$5,000 you will not have to p 60 days a prepayment penalty will be asse equal to the greater of 5% of the payment days late. See the terms below for any add	ay a penalty. On loans of \$5,000 or mi essed equal to 60 days of interest less a amount or \$15,00 for any payment th	ore if you pay the princip my interest already asses at is late. The late charge	bal loan amount off or down in the first used. Late charge: There is a late charge may be assessed if your payment is 3							

Itemization of the Amount Financed:		Description of Pawr	ed Mator Vehicle
Amount given to you directly:	\$1,500.00	VIN:	IFMCU0C72CKA63843
Amount paid on our prior loan to you:	S0.00	Year:	2012
Amount paid to for	<u>\$0.00</u>	Make/Model/Scries:	Ford Escape XLS 4D Utility FWD
Phus Tiding Fee:	\$0.00		
Plus Processing Fee to us (Prepaid Finance Charge):	\$100.00	•	·
Equals "Principal Amount" of your loan:	\$1,600.00		
Less Prepaid Finance Charge:	\$100.00		
Equals Amount Financed:	\$1,500.00		

Definitions: The wording has been kept as clear and simple as possible. Even so, you may have questions. If you do, please call us. In this contract, the word "you" or "your" refers to and includes where appropriate, all person who sign this contract. "We", "us", "our" or "Lender" refer to Autoloans, LLC.

Motor Vehicle Title Pawn: You have agreed to pledge and pawn to Lender your 'Pawned Motor Vehicle' in exchange for the agreed Principal Amount shown above. The Pawned Vehicle includes the motor vehicle described above, the certificate of title to that motor vehicle, and any proceeds, accessories, anachments, 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 Pawned Motor Vehicle does not include any nonpurchase 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 Lender's favor, consumer represents that there are no others liens, interests or encumbrances regarding the Pawned Motor Vehicle.

Loan Proceeds: You agree that we may disburse the pawn proceeds as set forth in the hemization 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.

Pessession and Use of Pawned Vehicle: During this transaction, the certificate of tide to the Pawned Motor Vehicle shall be maintained in possession of the Lender and the Pawned Motor Vehicle may be maintained in your possession subject to the terms of this Pawn Agreement. Lender 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 a secured transaction subject to Article 9 of the Uniform Commercial Code or similar statutes. Lender does not have any responsibility or liability whatsoever for the maintenance and use of the Pawned Motor Vehicle, including, without limitation, any damages or injury related to the Pawned Motor Vehicle. You agree not to use the Pawned Motor Vehicle for any illegal purpose. You agree to maintain the Pawned Motor Vehicle in its current condition, reasonable wear and tear excepted. Lender may make adjustments to the amounts you are required to pay if the Pawned Motor Vehicle is not delivered to or recovered by Lender in that condition.

Your payment schedule and right to redeem the Pawned Motor Vehicle: You may redeem the Pawned Motor Vehicle by paying to Lender the Principal Amount shown above, plus daily-accrual interest at the rate of 0.6600% per day (equivalent to 240.90% or 241.56% 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, Lender upon request will release the certificate of title to the Pawned Motor Vehicle to you.

Payments to Lender: You must pay Lender by (a) ACH debit to your designated depository account or (b) 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, Lender 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 Lender.

Delivery of Pawned 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 Pawned Motor Vehicle to Lender, in its current condition, reasonable wear and tear excepted, at an address Lender may designate. To avoid any misunderstandings, you may not assume that you have properly made timely and adequate arrangements for delivery of the Pawned Motor Vehicle and satisfaction of your obligations under this Pawn Agreement unless you have received written confirmation from Lender.

Notice of Expiration of Right to Redeem: Lender may provide consumer with written notice of consumer's right, if any, to redeem the Pawned Motor Vehicle at any time within 10 calendar days from the date of repossession. Lender 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 0.6600% per day (equivalent to 240.90% or 241.56% 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 panial prepayments will be applied to amounts owing in inverse order of muturity, 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.

Dishanared Item Fee: If any payment (including an ACH payment that you have authorized) is returned for any reason, you will owe a dishanar 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 Lender.

Consumer's representations and warranties: Consumer represents and warrants that: (1) consumer has the right to enter into this Pawn Agreement and provide the Pawned 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 Pawned Motor Vehicle is not stolen, and, except for the interests in Lender's favor, there are no liens or encumbrances against it; (5) consumer will not attempt to transfer any interest in the Pawned Motor Vehicle until all payments under this Pawa Agreement have been paid in full; (6) the Pawned 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 Pawned Motor Vehicle; and (8) consumer has fully disclosed to Lender all information regarding the current condition of the Pawned Motor Vehicle.

Insurance: Consumer acknowledges and agrees: (a) consumer has and will maintain at least minimum state-required liability insurance; (b) Lender 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 Lender's request, Lender may obtain at consumer's expense such additional insurance, if any, as Lender may request from time to time to protect Lender's interests.

Natices: Any notice that Lender 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 Lender's books and records. Any notice the consumer provides to Lender must be sent to Lender at its address indicated above, Attention: Consumer Complaint Department, or such other address as Lender 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 Pawned 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) Lender deems itself insecure.

Lender's rights in the event of default: Upon the occurrence of any event of default, Lender 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 unemned charges, due and payable under this Pawn Agreement; (b) take possession of the Pawned pursuant to judicial process or without judicial process, or require consumer to return the Pawned Motor Vehicle to Lender at an address Lender may designate; and (c) exercise all other applicable rights, powers and remedies. Lender shall not be required to account to consumer for any surplus, if any, recovered by Lender related to value of the Pawned Motor Vehicle.

Casts and expenses: Lender may recover from consumer reasonable attorneys' fees, legal expenses, and all other invfully permitted costs incurred or paid in protecting and recovering possession of the Pawned Motor Vehicle, together with interest on all amounts, charges, fees, costs, expenses, and collection costs and fees at the loan rate of 0.6600% per day (equivalent to 240.90% or 241.56% annual interest rate, as applicable) from the date due to or advanced by Lender until paid, subject to legal limits, if any...

Notice and Waivers: Except for notices provided in this Pown 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: Lender may waive or delay enforcing Lender's rights without losing them; Lender is not required to file suit or arbitrate, show diligence in collection against consumer or others responsible, or go against any of the collateral: Lender may renew, refinance, or rearrange a transaction one or more times without consent; Lender may release or modify any person's liability without changing the llability of others; Lender may substitute, exchange or release the collateral; Lender may sue or arbitrate with one or more persons without joining or suing others.

Limited Recourse: This is a pawn transaction. If the Pawned Motor Vehicle is not redeemed, the Pawned Motor Vehicle and any payments made by you shall automatically be forfeited to Lender, and unqualified right, title, and interest in and to the Motor Vehicle shall automatically vest in Lender. Lender shall not be required to account for any surplus, if any, recovered by Lender related to value of the Pawned Motor Vehicle. Subject to the terms of this Pawn Agreement, you are not personally liable for any deficiency in the value of the Pawned Motor Vehicle versus the amounts owed provided you deliver the Pawned Motor Vehicle when required in its current condition, reasonable wear and tear excepted. As provided above, you agree to keep the Pawned Motor Vehicle in its current condition, reasonable wear and tear excepted. Lender may make adjustments to the amounts you are required to pay if the Pawned Motor Vehicle is not delivered to or recovered by Lender 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 Pawned Motor Vehicle. This 'limited recourse' provision further does not limit or impair any rights with respect to recovery of the Pawned Motor Vehicle or any amounts not covered by this 'limited recourse' provision.

GPS: You understand that the Pawned 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 Lender or its designated assignce 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 Lender or its designated assignce or representative may have to secure payment of any payments due under any contract between us and/or to secure repossession of the Pawned Motor Vehicle as allowed. You understand that the Device is the property of the Lender or its designated assignce. 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 or any of its components should it be required. You agree to make the vehicle available to the Lender or its required. You agree to make the vehicle available to the Lender or its required. You agree to make the vehicle available to the Lender or its representatives, during their normal business hours. You understand that the Lender 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 Lender or its representatives, during their normal business hours. You understand that the Lender 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.

Leader authority: Consumer authorizes Lender 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 Lender 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 antomated 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) minuelligible 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 written notice to Lender at its address indicated above. Attention: Opt Out Department or by written communication to such other address as Lender 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 haw, 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 Lender. You may not assign your rights under this Pawn Agreement without our written consect.

Governing Law: This Agreement shall be governed and construct in accordance with the laws of Cook Islands, and all claims relating to or arising out of the contract, or the breach thereof, as well as its validity, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of Cook Islands.

Any dispute or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall first be submitted for good faith mediation administered by the Arbitrators' and Mediators' Institute of New Zealand Inc. The parties agree to discuss their differences in good faith and to attempt, with facilitation by the mediator, to reach a consensual resolution of the dispute. The mediation shall be treated as a settlement discussion and shall be confidential. The mediator may not testify for any party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediator shall be shared equally by the parties. Mediation shall take place of a place to be designated by the parties in Auckland, New Zealand, No litigation, arbitration or other proceeding shall be commenced prior to sixty (60) days after the parties' first appearance before the mediator. If the matter is not resolved by mediation within sixty (60) days of its submission to the mediator, then the parties shall submit the dispute for arbitration administered by the Arbitrators' and Mediators' Institute of New Zealand under their current Arbitration Protocol. The arbitration will be conducted before a single arbitrator agreed upon by the parties, if they should fail to agree within twenty-one (21) days from the date upon which the dispute arises then to be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc.

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have the power to award all reasonable legal fees associated with the arbitration and prior mediation. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are public in nature, or that are not measured by the prevailing party's actual compensatory loss. The arbitrator's decision will be confidential and may not be shared with any party unless required by law.

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 Agreement and the Advance Voucher represent 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 may not be modified except in writing signed by the parties.

Severability: If any provision of this 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 Agreement, or, if necessary, severed with the remaining provisions remaining in full force and effect. Provided, nothing in this Agreement may be construed or modified so as to constitute a waiver of Cook Island's 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 Lender's current privacy policy; 4. Consumer agrees to this Agreement; and S. Consumer acknowledges receipt of a copy of each of these documents.

This Agreement is executed on [05/09/2014].

Lender's Signature: Funding of this loan constitutes signature by Lender.

Consumer's Electronic Signature: This Agreement will be deemed incomplete, and we will not provide a ban to you unless it is electronically signed below.

Last Name

Borrower's Name as on Application:

Date of Birth (mm/dd/yyyy): [

ADAC IS	WHAT DOES AUTOLOANS, LLC DO WITH YOUR PERSONAL INFORMATION?
Wby?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
· · · ·	The types of personal information we collect and share depend on the product or service you have with us. This information can include:
Wbat?	 Social Security number and income Account balances and payment history Transaction or loss bistory and employment information
-	When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal-information; the reasons AUTOLOANS, LLC, chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does AUTOLOANS, LLC share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	Yes	No
For sonaffiliates to market to you	Yes	Yes

Questions?

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. Call (855) 556-2489.

What we do 🤫 .	•.
How does AUTOLOANS, LLC protect my personal information?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
	We collect your personal information, for example, when you
How does AUTOLOANS, LLC collect my personal information?	 Apply for a loan or give us your income information Provide employment information or provide account information Give us your contact information.
	We also collect your personal information from other companies.
	Federal law gives you the right to limit only
Wby can't I limit all sharing?	 sharing for affiliates' everyday business purposes — information about your creditworthiness affiliates from using your information to market to you sharing for nonaffiliates to market to you
	State laws and individual companies may give you additional rights to limit sharing.

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Definitions	
Affiliates	• Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	• Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Joint marketing	• A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

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APPLICANT RESPONSIBLE FOR ACCURACY OF INFORMATION

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APPLICATION FOR CERTIFICATE OF TITLE - STATE OF INDIANA - BUREAU OF MOTOR VEHICLES

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APPLICANT RESPONSIBLE FOR ACCURACY OF INFORMATION

APPLICATION FOR CERTIFICATE OF TITLE STATE OF INDIANA BUREAU OF MOTOR VEHICLES BUREAU - TO BE MAILED WITH TITLE REPORT



CERTIFICATE OR REPOSSESSION State Form 39738 (R3 / 5-13)

INDIANA BUREAU OF MOTOR VEHICLES

INSTRUCTIONS

1. Complete in blue or black ink or print form.

- Complete this form when applying for a title in the primary lienholder name following the statutory redemption period for repossession of a vehicle, watercraft or manufactured home. Repossession must be made from the last owner per the records of the Bureau of Motor Vehicles.
- 3. The person from whom the vehicle, watercraft, or manufactured home has been repossessed must be shown by the records of the Bureau to be the most recent owner. If a Certificae of Title is not available, applicant must present acceptable proof of lien as prescribed by the Bureau, a UCC filing or court order.

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Consumer (Name, Address, City, State, Zip, telephone): CERTIFIED Fair Haven, Michigan 48023, 419 50 FTHE ORIGINAL (810) 278-0294 **Pawn Ticket and Agreement** Autoloans, LLC P.O. Box 11 Rarotonga Cook Islands TRUTH - IN - LENDING DISCLOSURES ANNUAL PERCENTAGE RATE FINANCE CHARGE **Amount Financed** of Payments The amount you will have paid after The cost of your credit as a yearly rate. The dollar amount your credit The amount of credit you have made all payments as will cost you. provided to you. scheduled. \$5,064.00 248.14% \$3.664.00 \$1,400.00 Payment Schedule NUMBER OF PAYMENTS AMOUNT OF PAYMENTS WHEN PAYMENTS ARE DUE Every 30 days, beginning 30 days from the date of 11 \$297.00 funding WHEN PAYMENT IS DUE AMOUNT OF PAYMENT **Final Payment** \$1,797.00 360 days from the date of funding 1 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 Pawr	aed Motor Vehicle
Amount given to you directly:	\$1,400.00	VIN:	1FAHP37N57W1
Amount paid on our prior loan to you:	\$0.00	Year:	2007
Amount paid to for	\$0.00	Make/Model/Series:	Ford Focus ZX5 S 4D Hatchback
Phys Titling Fee:	\$ 0.00		
Plus Processing Fee to us (Prepaid Finance Charge):	\$100.00		
Equals "Principal Amount" of your loan:	\$1,500.00		
Less Prepaid Finance Charge:	\$100.00		
Equals Amount Financed:	\$1,400.00		

Definitions: The wording has been kept as clear and simple as possible. Even so, you may have questions. If you do, please call us. In this contract, the word "you" or "your" refers to and includes where appropriate, all person who sign this contract. "We", "us", "our" or "Lender" refer to Autoloans, LLC.

Motor Vehicle Title Pawn: You have agreed to pledge and pawn to Lender your 'Pawned Motor Vehicle' in exchange for the agreed Principal Amount shown above. The Pawned 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 Pawned Motor Vehicle does not include any nonpurchase 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 Lender's favor, consumer represents that there are no others liens, interests or encumbrances regarding the Pawned 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 Pawned Vehicle: During this transaction, the certificate of title to the Pawned Motor Vehicle shall be maintained in possession of the Lender and the Pawned Motor Vehicle may be maintained in your possession subject to the terms of this Pawn Agreement. Lender 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 a secured transaction subject to Article 9 of the Uniform Commercial Code or similar statutes. Lender does not have any responsibility or liability whatsoever for the maintenance and use of the Pawned Motor Vehicle, including, without limitation, any damages or injury related to the Pawned Motor Vehicle. You agree not to use the Pawned Motor Vehicle for any illegal purpose. You agree to maintain the Pawned Motor Vehicle in its current condition, reasonable wear and tear excepted. Lender may make adjustments to the amounts you are required to pay if the Pawned Motor Vehicle is not delivered to or recovered by Lender in that condition.

Your payment schedule and right to redeem the Pawned Motor Vehicle: You may redeem the Pawned Motor Vehicle by paying to Lender the Principal Amount shown above, plus daily-accrual interest at the rate of 0.6600% per day (equivalent to 240.90% or 241.56% 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, Lender upon request will release the certificate of title to the Pawned Motor Vehicle to you.

Payments to Lender: You must pay Lender by (a) ACH debit to your designated depository account or (b) 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, Lender 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 Lender.

Delivery of Pawned 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 Pawned Motor Vehicle to Lender, in its current condition, reasonable wear and tear excepted, at an address Lender may designate. To avoid any misunderstandings, you may not assume that you have properly made timely and adequate arrangements for delivery of the Pawned Motor Vehicle and satisfaction of your obligations under this Pawn Agreement unless you have received written confirmation from Lender.

Notice of Expiration of Right to Redeem: Lender may provide consumer with written notice of consumer's right, if any, to redeem the Pawned Motor Vehicle at any time within 10 calendar days from the date of repossession. Lender 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 0.6600% per day (equivalent to 240.90% or 241.56% 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 assumes that payments are made on the scheduled due dates. If you pay early, 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 Lender.

Consumer's representations and warranties: Consumer represents and warrants that: (1) consumer has the right to enter into this Pawn Agreement and provide the Pawned Motor Vchicle; (2) consumer is not a debtor under any proceeding in bankruptcy and bas 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 Pawned Motor Vehicle is not stolen, and, except for the interests in Lender's favor, there are no liens or encumbrances against it; (5) consumer will not attempt to transfer any interest in the Pawned Motor Vehicle until all payments under this Pawn Agreement have been paid in full; (6) the Pawned 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 Pawned Motor Vehicle; and (8) consumer has fully disclosed to Lender all information regarding the current condition of the Pawned Motor Vehicle.

Insurance: Consumer acknowledges and agrees: (a) consumer has and will maintain at least minimum state-required liability insurance; (b) Lender 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 Lender's request, Lender may obtain at consumer's expense such additional insurance, if any, as Lender may request from time to time to protect Lender's interests.

Notices: Any notice that Lender 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 Lender's books and records. Any notice the consumer provides to Lender must be sent to Lender at its address indicated above, Attention: Consumer Complaint Department, or such other address as Lender 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 Pawned 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) Lender deems itself insecure.

Lender's rights in the event of default: Upon the occurrence of any event of default, Lender 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 Pawned pursuant to judicial process or without judicial process, or require consumer to return the Pawned Motor Vehicle to Lender at an address Lender may designate; and (c) exercise all other applicable rights, powers and remedies. Lender shall not be required to account to consumer for any surplus, if any, recovered by Lender related to value of the Pawned Motor Vehicle.

Costs and expenses: Lender 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 Pawned Motor Vehicle, together with interest on all amounts, charges, fees, costs, expenses, and collection costs and fees at the loan rate of 0.6600% per day (equivalent to 240.90% or 241.56% annual interest rate, as applicable) from the date due to or advanced by Lender 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: Lender may waive or delay enforcing Lender's rights without losing them; Lender is not required to file suit or arbitrate, show diligence in collection against consumer or others responsible, or go against any of the collateral; Lender may renew, refinance, or rearrange a transaction one or more times without consent; Lender may release or modify any person's liability without changing the liability of others; Lender may substitute, exchange or release the collateral; Lender may sue or arbitrate with one or more persons without joining or suing others.

Limited Recourse: This is a pawn transaction. If the Pawned Motor Vehicle is not redeemed, the Pawned Motor Vehicle and any payments made by you shall automatically be forfeited to Lender, and unqualified right, title, and interest in and to the Motor Vehicle shall automatically vest in Lender. Lender shall not be required to account for any surplus, if any, recovered by Lender related to value of the Pawned Motor Vehicle. Subject to the terms of this Pawn Agreement, you are not personally liable for any deficiency in the value of the Pawned Motor Vehicle versus the amounts owed provided you deliver the Pawned Motor Vehicle when required in its current condition, reasonable wear and tear excepted. As provided above, you agree to keep the Pawned Motor Vehicle in its current condition, reasonable wear and tear excepted. Lender may make adjustments to the amounts you are required to pay if the Pawned Motor Vehicle is not delivered to or recovered by Lender 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 Pawned Motor Vehicle. This 'limited recourse' provision further does not limit or impair any rights with respect to recovery of the Pawned Motor Vehicle or any amounts not covered by this 'limited recourse' provision.

GPS: You understand that the Pawned 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 Lender 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 Lender 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 Pawned Motor Vehicle as allowed. You understand that the Device is the property of the Lender 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 Lender 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 Lender 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 Lender or its representatives, during their normal business hours. You understand that the Lender 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.

Lender authority: Consumer authorizes Lender 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 Lender 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 written notice to Lender at its address indicated above, Attention: Opt Out Department or by written communication to such other address as Lender 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 Lender. You may not assign your rights under this Pawn Agreement without our written consent.

Governing Law: This Agreement shall be governed and construed in accordance with the laws of Cook Islands, and all claims relating to or arising out of the contract, or the breach thereof, as well as its validity, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of Cook Islands.

Any dispute or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall first be submitted for good faith mediation administered by the Arbitrators' and Mediators' Institute of New Zealand Inc. The parties agree to discuss their differences in good faith and to attempt, with facilitation by the mediator, to reach a consensual resolution of the dispute. The mediation shall be treated as a settlement discussion and shall be confidential. The mediator may not testify for any party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediator shall be shared equally by the parties. Mediation shall take place at a place to be designated by the parties in Auckland, New Zealand. No

litigation, arbitration or other proceeding shall be commenced prior to sixty (60) days after the parties' first appearance before the mediator. If the matter is not resolved by mediation within sixty (60) days of its submission to the mediator, then the parties shall submit the dispute for arbitration administered by the Arbitrators' and Mediators' Institute of New Zealand under their current Arbitration Protocol. The arbitration will be conducted before a single arbitrator agreed upon by the parties, if they should fail to agree within twenty-one (21) days from the date upon which the dispute arises then to be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc.

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have the power to award all reasonable legal fees associated with the arbitration and prior mediation. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are punitive in nature, or that are not measured by the prevailing party's actual compensatory loss. The arbitrator's decision will be confidential and may not be shared with any party unless required by law.

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 Agreement and the Advance Voucher represent 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 may not be modified except in writing signed by the parties.

Severability: If any provision of this 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 Agreement, or, if necessary, severed with the remaining provisions remaining in full force and effect. Provided, nothing in this Agreement may be construed or modified so as to constitute a waiver of Cook Island's 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 Lender's current privacy policy; 4. Consumer agrees to this Agreement; and 5. Consumer acknowledges receipt of a copy of each of these documents.

This Agreement is executed on [08/19/2014].

Lender's Signature: Funding of this loan constitutes signature by Lender.

Consumer's Electronic Signature: This Agreement will be deemed incomplete, and we will not provide a loan to you unless it is electronically signed below.

Last Name: [

Borrower's Name as on Application:

Date of Birth (mm/dd/yyyy):

FACTS	WHAT DOES AUTOLOANS, LLC DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
	The types of personal information we collect and share depend on the product or service you have with us. This information can include:
What?	 Social Security number and income Account balances and payment history Transaction or loss history and employment information
	When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information; the reasons AUTOLOANS, LLC, chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does AUTOLOANS, LLC share?	Can you limit this sharing?		
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No		
For our marketing purposes — to offer our products and services to you	Yes	No		
For joint marketing with other financial companies	Yes	No		
For our affiliates' everyday business purposes information about your transactions and experiences	Yes	No		
For our affiliates' everyday business purposes – information about your creditworthiness	Yes	No		
For nonaffiliates to market to you	Yes	Yes		

Questions? Call (855) 556-2489.

What we do	
How does AUTOLOANS, LLC protect my personal information?	Financial companies choose how they share your personal information. Federal law gives consumers the right t limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
	We collect your personal information, for example, when you
How does AUTOLOANS, LLC collect my personal information?	 Apply for a loan or give us your income information Provide employment information or provide account information Give us your contact information.
	We also collect your personal information from other companies.
Wby can't I limit all sharing?	 Federal law gives you the right to limit only sharing for affiliates' everyday business purposes – information about your creditworthiness affiliates from using your information to market to you sharing for nonaffiliates to market to you
•	 affiliates from using your information to market to you

Definitions		· · ·	·	•••	·			
Affiliates	• Con	npanies related by	common ownership or c	ontrol. They can	be financial	and nonfinan	cial companies	
Nonaffiliates	• Соп	npanies not related	by common ownership	or control. They	can be finan	cial and nonfi	nancial compa	ni cs .
Joint marketing	• A fo	•	etween nonaffiliated fina	uncial companies	that togethe	r market finar	icial products (or services

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ASSIGNMENT OF LIEN

This assignment is made on the 19th of March 2015 by Auto loans, LLC, herein referred to as ("Assignor"), to Liquidation, LLC, herein referred to as ("Assignee").

Assignor does hereby assign to Assignee the lien on the

	1 •
1LNHM83W42Y62	2002 Lincoln Town Car
1FMDU75W73ZA7	2003 Ford Explorer Limited
3G5DB03E13S58	2003 Buick Rendezvous
2T1CF28P82C54	2002 Toyota Camry
1GKEK13R8YR10	00 GMU Yukon Denail
1B7HG48N22S63	2002 Dodge Dakota SLT Quad Cab
1GNDT13S27218	2007 Chevrolet Trailblazer
3GYFK66N54G31	2004 Cadillac Escalade ESV
1YVHP80C675M2	2007 Mazda Mazdati
3GKFK16T51G24	2001 GMC Yukon
1N4BA41E94C91	04 Nissan Maxima
JN8DR09Y13W81	2003 Nissan Pathfinder
WAUCFAFR4AA01	2010 Audi A5
1N4BL11D82C13	2002 Nissan Attima
JNBAR07Y5YW40	2000 Nissan Pathfinder
1FAHP37N57W15	2007 Ford Focus
1FTRX18WX2NAG	2002 Ford F150
4A3AL35T37ED2	2007 Mitsubishl Eclipse Spyder GT
5N1ED28Y31C52	2001 Nissan Xterra
1FTSE34L31HA2	2001 Ford E350 Vans Econoline Cargo
SALSK25438A13	2008 Range Rover

<u>`</u>	
YV1CZ91H43100	03 Volvo XC90
5TETU62N95Z05	- 2005 Toyota Tacoma Prerunner
5NMSG13D79H32	09 Hyundai Santa Fe GLS
1GCEC14T36Z13	2006 Chevrolet Silverado 1500
3GNFC16058G23	2008 Chevrolet Surburban
YV1CZ91H24105	2004 Voivo XC90 4D
3GNEC16Z25G25	2005 Chevrolet Suburban
WALIXU64B43N07	2003 Audi S6
2G1FP32K12215	2002 Chevrolet Camaro
1D7HU16D73J64	2003 Dodge Ram
JN8AZ08W66W51	2006 Nissan Murano
1J4FA49526P74	2006 Jeep Wrangler
2D4GP24R85R28	2005 Dodge Caravan
1D8HD48P47F50	2007 Dodge Durango

, a copy of which is attached hereto.

Whereas, the intent of this assignment is to transfer to Assignee full rights secured by said lien, Assignor does hereby appoint Assignee his attorney in fact, with full authority to enforce the lien herein assigned, and to collect and receive the debt secured by said lien, as Assignor would do if this assignment were not being made. Any costs incurred by the Assignee in enforcing the assigned lien, shall be borne by the Assignee.

In witness, whereof, Assignor has executed this assignment on the 19th of March 2015.

YIRON- MENT Lienholder's Agent Signatu

Acknowledgement

This document was acknowledged before me on this 19th day of March 2015.

Signature of Notary Public:

Full legal Name: Laura Elsy

My commission expires: 07/20/2018

State of: Florida

County of: Palm Beach





ODOMETER DISCLOSURE STATEMENT

State Form 43230 (R3 / 5-13) INDIANA BUREAU OF MOTOR VEHICLES

INSTRUCTIONS

- In accordance with federal and state law, the seller of a motor vehicle must disclose the current mileage to a purchaser in writing upon transfer of ownership. The disclosure must be signed by the seller, including the printed name. If more than one person is a seller, only one seller is required to sign the written disclosure.
- 2. The purchaser must sign the disclosure statement, including printed name and address, and return a copy to the seller.
- 3. Complete this form in its entirety, in blue or black ink.

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines, imprisonment, or both.

Printed name (s) of Selier(s) 101 W. Ohio St, STE 2000B Indianapolis IN 46204 certify to the best of my knowledge that the Address of Selier(s) (number and street, state, and ZIP code) adameter reading is the actual mileage of the vehicle described below unless one of the following statements is checked: Miles (no tentine) 1. I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits. S4348 2. I hereby certify that the odometer reading is NOT the acutal mileage and should not be relied upon. WARNING - ODOMETER DISCREPANCY. Vehicle Make Vehicle Model Vehicle Vear Vehicle Body Type 1 F A H P 3 7 N 5 7 W 1 5 1 F A H P 3 7 N 5 7 W 1 5 1 F A H P 3 7 N 5 7 W 1 5 1 F A H P 3 7 N 5 7 W 1 5 1 F A H P 3	Liquidatio	on, LLC									·		residing at:
odometer reading is the actual mileage of the vehicle described below unless one of the following statements is checked: Miles (no lenites) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits. I hereby certify that the odometer reading is NOT the acutal mileage and should not be refled upon. WARNING - ODOMETER DISCREPANCY. Vehicle Make Vehicle Model Vehicle Year Vehicle Body Type FORD FOCUS 2007 4D Vehicle Identification Number (VIN) Transfer Data (month, day, year) 1 1 F A H P 3 7 N 5 7 W 1 5 Vehicle Identification Number (VIN) Transfer Data (month, day, year) 1 F A H P 3 7 N 5 7 W 1 5 1 F A H P 3 7 N 5 7 W 1 5 1 Will not hold the Bureau of Motor Vehicles or the Bureau of Motor Vehicles Commission responsible for any discre								dge that the					
Miles (no tenths) 1. I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits. 54348 2. I hereby certify that the odometer reading is NOT the acutal mileage and should not be relied upon. WARNING - ODOMETER DISCREPANCY. Vehicle Make Vehicle Model Vehicle Year Vehicle Body Type FORD FOCUS 2007 4D Vehicle Identification Number (VIN) Transfer Date (month, day, year) 1 F A H P 3 7 N 5 7 W 1 5 1 F A H P 3 7 N 5 7 W 1 5 1 F A H P 3 7 N 5 7 W 1 5 1 F A H P 3 7 N 5 7 W 1 5 1 F A H P 3 7 N 5 7 W 1 5 1 Botore reading. I, the updtpsign	Ado	tress of Seiler(s) (number and	street, sta	te, and Z	IP code)						
54348 mileage in excess of its mechanical limits. 54348 2. I hereby certify that the odometer reading is NOT the acutal mileage and should not be relied upon. WARNING - ODOMETER DISCREPANCY. Vehicle Make Vehicle Model FORD Vehicle Model Vehicle Identification Number (VIN) Vehicle Model 1 F A H P 3 7 N 5 7 Will not hold the Bureau of Motor Vehicles or the Bureau of Motor Vehicles Commission responsible for any discrepancy shown on the odometer reading. I, the undersigned, swear or affirm that the information entered on this form is correct. I understand that making a false statement may constitute the ofme of periupy. Signature(s) of Seller(s) Date (month, day, year) URCHASER'S INFORMATION I am aware of and acknowledge the above odometer certification made by the seller(s).	odometer reading is th	ie actual mi	leage of th	e vehicl	e deso	ribed	below	v unles	SS ORE	of the fol	lowing st	atements is che	cked:
2. Thereby certify that the odometer reading is NOT the acutal mileage and should not be relied upon. WARNING - ODOMETER DISCREPANCY. Vehicle Make Vehicle Model Vehicle Year Vehicle Body Type FORD FOCUS 2007 4D 1 F A H P 3 7 N 5 7 W 1 5 1 Ware the Bureau of Motor Vehicles or the Bureau of Motor Vehicles Commission responsible for any discrepancy shown on the odometer reading. I, the updersigned, swearer affirm that the information entered on this form is correct. 1 understand that making a false statement mety-constitute the of periup. Signature(s) of Seler(s) Date (month, day, year) 03/22/2015 PURCHASER'S INFORMATION 1 am aware of and acknowledge the above odometer certification made by the seller(s).									lge the	odometer	reading r	eflects the amour	nt of
FORD FOCUS 2007 4D Vehicle Identification Number (VIN) Transfer Data (month, day, year) Transfer Data (month, day, year) 1 F A H P 3 7 N 5 7 W 1 5 1 will not hold the Bureau of Motor Vehicles or the Bureau of Motor Vehicles Commission responsible for any discrepancy shown on the odometer reading. I, the updetsigned, swear-or affirm that the information entered on this form is correct. I understand that making a false statement may constitute the of periury. Signature(s) of Scilar(s) Date (month, day, year) 03/22/2015 PURCHASER'S INFORMATION 1 am aware of and acknowledge the above odometer certification made by the seller(s). Image: Content in the seller in the sell	54348			-				-	IOT the	e acutal m	ileage and	d should not be re	elied upon.
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03/22/2015 PURCHASER'S INFORMATION I am aware of and acknowledge the above odometer certification made by the seller(s).	the odometer reading. I, the updersigned, sweap or affirm that the information entered on this form is correct. I understand that												
I am aware of and acknowledge the above odometer certification made by the seller(s).	Signature(s) of Seller(s)									Da	ite (month, d		;
I am aware of and acknowledge the above odometer certification made by the seller(s).													
		\subseteq	_		PUR	CHAS	ER'S	INFOR	MATIC	NC	•		•
Signature(s) of Purchaser(s) Date (month. day, year)	I am aware of and acknowledge the above odometer certification made by the seller(s).												
	Signature(s) of Purchaser(s)					Date (month, day, year)							
Printed Name(s) of Purchaser(s)													
Address or Purchaser(s) (number and street)	Address or Purchaser(s) (nu												
City State ZIP Code	City		•							St	ate		ZIP Code
	·									l			<u> </u>

Welcome to AutoCheck

Experian Automotive The Latect Industries Served About Us Help Log Out AutoCheck Members Site Home Dashboard Marketing Resources Upload Used Inventory Mobile Register Buyback Get More Reports Current Reports Get Report for Single Vehicle To get a report for one vehicle, enter a VIN below then select a report type. Choose Language: English O Spanish Choose Report Type: •. : Print Options Choose your print options: With section details shown O With section details hidden 1722 3 1 Email Options Email your report To: From: Vour AutoCheck Vehicle History Report Report Run Date: March 22, 2015 11:53:20 AM EDT 2007 Ford Focus ZX5 S / ZX5 SE / ZX5 SES ome owner Calculated Owners: 1 Class: Small Car - Economy Engine: 2.0L I4 SFI Country of Assembly: United States Vehicle Aga: 8 yaar(s) Calculated Owners: 1 VIN: IFAH937N57W15 Year: 2007 Make: Ford Mozet: Fords ZX5 S / ZX5 SE / ZX5 SES Shile/Body: Hatchback 4D This yeahircle's AutoChack Sco This vehicle's AutoCheck Score AutoCreck Check Scon WUSP 14 Let les Contract of Party and 1.445 1.457 2. Characterites The AutoCheck Score is a summary of your vehicle's history. It lets you compare similar vehicles with ease. About the AutoCheck Score This vehicle is AutoCheck Assured™



This vehicle does not have any major life defects. Accident Check



Reported accidents: 0 Title and Problem Check

Welcome to AutoCheck

NO ACCIDENT

FOUND ON RECORD



Odometer Check

Your vehicle checks out: Last Reported Odometer Reading: 53,600 Vehicle Use and Event Check

Specific vehicle use(s) or events reported View Detailed History Hide Details

Accident Check

Not all accidents / issues are reported to AutoCheck.



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Your Vehicle Checks Out: There have been no accidents reported to AutoCheck for this 2007 Ford Focus ZX5 S / ZX5 SE / ZX5 SES (IFAHP37N57W1550000 AutoCheck receives its accident data from government sources and independent agencies, and based on the information available to us, we have found that no accidents have been reported on this vehicle.

Hide Details

Title and Problem Check

Your Vehicle Checks Out: AutoCheck's database for this 2007 Ford Focus ZX5 S / ZX5 SE / ZX5 SES (1FAHP37N57W15 thows no negative titles or other problems. When reported to AutoCheck, these events can indicate serious past damage or other signatically problem and disqualifies the vehicle for AutoCheck Assured status. Check the Vehicle Use and Event Check for reported accidents that can affect vehicle safety and value. hows no it orchiems.

D Problem(s) Reported:15 Title/Problem areas chocked:

No abandoned little record

No damaged title or major damage incident record

No fire damaged title record

No grey market title record

No hail damage title record

Who insurance loss title or probable total loss record

So junk or scrapped title record

Who manufacturer buyback/lemon title record

No odometer problem title record

No rebuil/rebuildable title record

No salvage title or salvage auction record

No water damaged title record

No NHTSA crash test record

No frameAmibody damage record

No recycling facility record

- Hide Details

Odometer Check



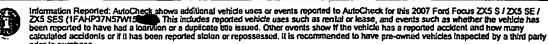
Your Vehicle Checks Out: AutoCheck examined the reported odometer readings reported to AutoCheck for this 2007 Ford Focus ZX\$ S / ZX\$ SE / ZX\$ SES (IFAHP37N57V13) and no indication of an odometer rollback or tampering was found. AutoCheck uses business rules to determine if reported odometer readings are significantly tess than previously reported values. Not all reported odometer readings are used. Title and auction events also report odometer tampering or breakage. Mileage Date Reported

0 Problem(s) Reported: 6 09/11/2008

18,06009/01/2009 53,60008/06/2014

Hide Details

Vehicle Use and Event Check



prior to purchase. 1 Event(s) Reported:6 Vehicle uses checked:

Fleet, rental and/or lease use record(s)

No tax use record

No police use record

No government use record

Ono livery use record

No driver education record

9 Vehicle events checked: 2 Event(s) Reported:

ONo accident record reported through accident data sources

Corrected title record(s)

Duplicate title record(s)

No emission/safety inspection record

No loan/lien record

ONo fire damage incident record

No repossessed record

No theft record

Chan and

Welcome to AutoCheck

IAN SIMITI SECT ICASH SANKAARS I SANKA

Detailed Vehicle History

Vehicle: 2007 Ford Foc Event Location date	Odometer reading	Data Source	Details	OWNER	
08/17/2006		Independent Source	VEHICLE MANUFACTURED AND SHIPPED	•	Calculated Owners:
99/11/2006MI	6	Motor Vehicle Dept.	TITLE (Title #:165T2540054) (Leased Vehicle)	(and the second s	
9/11/2006MI		Motor Vehicle Dept	RECISTRATION EVENT/RENEWAL (Leased Vehicle)	ONEOWNER	
7/25/2007 MI		Motor Vehicle Dept.	REGISTRATION EVENT/RENEWAL (Leased Vehicle)		
08/07/2008MI		Motor Vehicle Dept.	REGISTRATION EVENT/RENEWAL (Leased Vehicle)		
8/05/2009MI	•	Motor Vehicle Dept.	REGISTRATION EVENT/RENEWAL (Leased		
19/01/2009FAIR HAVEN	, 18,060	Mator Vehicle Dept.	TITLE (Title #:173X2440245)		
18/06/2010 FAIR HAVEN		Motor Vehicle Dept.	REGISTRATION EVENT/RENEWAL		
18/04/2011 FAIR HAVEN		Motor Vehicle Dept	REGISTRATION EVENT/RENEWAL		
18/03/2012FAIR HAVEN	•	Mator Vehicle Depl	REGISTRATION EVENT/RENEWAL		
18/12/2013FAIR HAVEN	· .	Motor Vehicle Dept	REGISTRATION EVENT/RENEWAL		
8/05/2014 FAIR HAVEN	•	Motor Vehicle Dept.	REGISTRATION EVENT/RENEWAL		
8/06/2014 FAIR HAVEN	53,600	Motor Vehicle Dept.	TITLE (Title #:171C2170180)		
12/2014 FAIR HAVEN	•	Motor Vehicle DepL	TITLE (Title #:171C2240058) DUPUCATE TITLE		
9/03/2014 FAIR HAVEN		Motor Vehicle Dept.	TITLE (Title #:298C2450095) CORRECTED TITLE		
This Vehicle's G	ossary				

Below are the specific definitions for events that appear in this vehicle's report. More information is available in the full AutoCheck glossary. Term Section Location Definition Duplicate Title Vehicle Use and Event CheckThe vehicle had a duplicate title issued by the DMV. Corrected Title Vehicle Use and Event CheckThe State DMV has issued a corrected title for the vehicle. Fleet, Rental and/or Lease UseVehicle Use and Event CheckThe vehicle has been reported as used as a fleet, rental, and/or lease vehicle.

AutoCheck Terms and Conditions This report, and any reliance upon B, is subject to AutoCheck Terms and Conditions. If you obtained the report from a dealer, the dealer has been provided with these Terms & Conditions and can share them with you. These AutoCheck Terms and Conditions are also available of any time at www.autocheck.com/terms or by writing to Experian: Automotive (20 AutoCheck Customer Service 955 American Lane Schoumburg B, 60173 About AutoCheck

About AutoCheck vehicle history reports by Experian Automotive is the leading vehicle history reporting service. With expert data handling, the Experian Automotive database houses over 4 billion records on a half a billion vehicles. Every AutoCheck vehicle history report will give you confidence when buying or sealing your next used vehicle, with superior outorner service every stop of the way. Patent Notice Certain aspects of this vehicle history report may be covered by U.S. Patent 8,005,759. Experien and the marks used herein are service marks or registered bacemarks of Experian. Other product and company names manfoored herein may be the trademarks of their respective owners.

Form Indiana De Certificate of C EXEMPTION (R4 / 3-08) Motor Ve	Gro I for	ss Retail the Purc	or Us hase	e Tax of a		
NAME OF DEALER			Dealer	's RRMC #	(Registered)	Retail Merchant Certificate Number)
				- <u></u>		
				TID# (10	digits)	LOC# (3 digits)
Dealer's FID # (Federal Identification Number, 9 Digits)	•		Dealer's	s Plate Numbe	r	
Address of Dealer	Cit	y			State	Zip Code
NAME OF PURCHASER(S) (PRINT OR TYPE) Liquidation, LLC), OR FID #(Mandatory) 70078
Address of Purchaser	Cit	у У			State	Zip Code
101 W. Ohio St, STE 2000B	1	ndianapolis			IN	46204
VIN # (Vehicle Identification Number) or HIN # (Hull Identification Number	ier)	Year	· • • • •	Make		Model/Length
1FAHP37N57W15	·	•	·			
		2007		FORD		FOCUS
Calculation Of Purchase Price				Trade	in Informa	ition
1. Total Purchase Price 1.	ור	VIN # (Vehic	e Identifica	ation Number) o		ul Identification Number)
2. Trade-Allowance (Like-kind exchanges ony) 2.						r
3. Net Purchase Price (Line 1 minus Line 2) 3.	-	Year	Make			Model/Length
CALCULATION OF PURCHASE PRICE LINES 1.		3 MUST BE C			FXEMPTE	
NEW RESIDENT STATEMENT Must Be Completed if Exemption a certify that I became a resident of INDIANA on (month + year)						
My Previous State of residence was			at the ap	ove statement	is cue and	сопест.
Date Signature of Owner						
SALES/USE TAX WORKSHEET To be completed if Sales and/or Date of Purchase	Use Ta	ax was paid to a	stale othe	er than Indiana, É	Exemption #1	5. See reverse Side.
1. Purchase price of property subject to sales/use tax	•			1. <u>.</u>		
 Indiana sales/use tax due: Multiply Line 1 by sales/use tax percent 	ntage ((7%)		2		·
		•		_		
 Credit for sales tax previously paid to another state (Do not include flat fees, local, and/or excise taxes.) In what state was the taxet. 	tax paid	d?		3		
4. Total amount due: Subtract Line 3 from Line 2 4. <u>\$</u>						
DIRECT RELATIVE IDENTIFICATION EXEMPTION (Must Be Completed if Exemption # 11 is claimed, see reverse side).						
Name(s) on original title		Relation	ship of a	bove parties		
Name(s) being added/deleted						
PUBLIC TRANSPORTATION EXEMPTION (Must Be Completed Strengthenergy Compl			claimed a	ind you are not a	school bus o	perator.)
USDOT # (U.S. Department or Transportation Number)		•		-		· ·
I certify that the above vehicle or watercraft is exempt from						0(see reverse side). I also
certify that any sales tax credit shown as paid to an out of dealer has not provided the buyer with a check to be paid constitute the crime of perjury.	f stat	e dealer usi	ng exer	nption #15 v	vas actua	ly collected by dealer and the
Date03/22/2015 Signature of Purchas	COF	Ď	1	-		

LIMITED POWER OF ATTORNEY

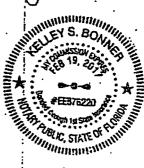
The undersigned authorized agent for <u>Liquidation LLC</u> grants this limited power of attorney to Diversified Vehicle Services, d/b/a DVS, an Indiana company, to execute on their behalf, an application and any other necessary ancillary documents, solely for the purposes of a motor vehicle title and/or registration for motor vehicles.

(Printed name and title) KIRT ZIESMON RECOVERY MONACEK

(Signed name and title)

Witness by hand and Notarial seal this 15 day of Letten b 12014

State of Horida County Palm Beach elley S. Borner



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Page 2 on reverse side

STATE OF MICHIGAN CIRCUIT COURT FOR THE 30TH JUDICIAL CIRCUIT INGHAM COUNTY

BILL SCHUETTE, ATTORNEY GENERAL OF THE STATE OF MICHIGAN, *ex rel* The People of the State of Michigan,

No. 16-

-CP

Plaintiff,

HON.

LIQUIDATION, LLC; also doing business as: VEHICLE LIQUIDATION LLC, AUTOLOANS, LLC; AUTO LOANS, LLC; CAR LOAN, LLC; SOVEREIGN LENDING SOLUTIONS, LLC; SOVEREIGN LENDING, LLC, MANAGEMENT SOLUTIONS, LLC; LOAN SERVICING SOLUTIONS, LLC; and WILLIAM MCKIBBIN, III, INDIVIDUALLY; MARK EDWARD WIENER, INDIVIDUALLY, et al.

Defendants.

AFFIDAVIT OF FRED BUETER

I, Fred Bueter, swear or affirm that each of the following is true to the best of my knowledge and belief:

1. I am the Director of the Michigan Department of State Bureau of Driver and Vehicle Programs, Customer Service Administration.

2. I am authorized and competent to give this declaration, and have personal knowledge of the facts stated herein.

3. I am a Michigan Department of State (MDOS) employee familiar with the manner and process in which the MDOS vehicle title history records referenced herein are created and maintained by virtue of my duties and responsibilities.

4. The Michigan vehicle title history records referenced herein were made at or near of the time of the occurrences of the matters set forth, by or from information transmitted by, people with knowledge of those matters. 5. The MDOS Michigan vehicle title records referenced herein were kept in the course of regularly conducted MDOS business activities, and it was the regular practice of MDOS activity to make the referenced records.

6. At the request of the Michigan Attorney General, Consumer Protection Division, MDOS examined MDOS vehicle title records and prepared a data compilation identifying Michigan vehicle titles that are or were associated with any of the above limited liability companies named in this action.

7. Autoloans, LLC, Sovereign Lending Solutions or Auto Loans, LLC appear as a lienholder on at least 405 Michigan vehicle titles. A data compilation identifying affected vehicles is available but not attached to this Affidavit in order to protect the identity of affected vehicle owners granting a security interest to the named lienholder.

8. MDOS Michigan vehicle title history records of 39 vehicles identified by the Attorney General, Consumer Protection Division, reflect that 33 of the 39 Michigan vehicle titles were formerly associated with AutoLoans, LLC or Sovereign Lending Solutions, LLC as a lienholder, until issuance of an Indiana title in the name of Liquidation LLC as sole owner. Liquidation, LLC then sold the vehicle to a Michigan business entity, which resold it to a current Michigan resident owner.

9. One representative record of the 33 vehicle title records referenced in the preceding paragraph is attached, with vehicle owner(s)' personal information and partial vehicle identification number redacted.

Further affiant sayeth not.

Dated: 01-11-16

red Bute

Fred Bueter Director, Bureau of Driver and Vehicle Programs Customer Service Administration Michigan Department of State

Subscribed and sworn to before me on this<u>!</u> day of January, 2016.

an Babcock

Notary Public <u>County</u>, Michigan My commission expires:

My Comm. Expires Jan, 26, 2020 Motary Public, Eaton Co., Michigan **MANN BABCOCK**

Receipt for RD-108 Dealer Transaction

Design	603D23	15 TO D230 603 243 02433 107158 A RECORDED*	33 857.04		
US AUTO SALES INC 2 INVENTORY		01/07/2016	06		
Address 25300 GRAND RIVER	Year 2009	Make CHRYSLER	Body Style 4D	Code 01	County 82
City REDFORD, MI 48240		4179R67	Fee Cat. or WL 000028	License F	² 60.00
Dealer License No. B8188	Driver Licens	e No/PiDs of All Owners/Lessees		Title	15.00
				Title Late	Fce 0.00
Ddometer 107158 A	Complete Nu	ne(s) and Address(cs) of All Owaces o	r Lessors	Tax	782.04
A = Actual mileage 5 = Not actual mileage C = Exceeds mechanical limits of odometer	DETROI	I, MI 48227	-	Transfer I Totai	.00 857.04
	Complete Na NONE	ma(s) and Address(cs) of Lessces		Full Right	* 10
Transaction Type: FOREIGN TITLE/ORIG PLATE 15806148000159	И			Servior	N

First Secured Interest Filing Date CREDIT ACCEPTANCE CORPORATION 08/03/2015 25505 W 12 MILE RD SOUTHFIELD, MI 48034 Second Secured Interest Filing Date Purchase Price of Vehicle 12800.00

Dealer Comment: TAB NUMBER: 3910570

Error/Flash Approval Reason:

STATE OF MICHIGAN

APPLICATION FOR MICHIGAN TITLE & REGISTRATION STATEMENT OF VEHICLE SALE

DEPARTMENT OF STATE

	01.4								
Definery Date)14 Ice/Sieck No.								
Deder U.S. AUTO SALES INC.									
Adamas 25300 GRAND RIVER								•	
Cou									
County REDFORD	20de			1	Expires o			Months	CANEW PLATE
MICHIGAN A	8240-				Month		Year :		RENEWAL
Dealer License Sales Tex License Phone Number		Year	.	Malo	01	107	2016 Body Style		Code Cogniy
B008188 383562261 ; (313)53	5-9280	2	009		ŸSLĖ	2		OR VA	N,1 82
Vahicie Sold 🗍 Haw X Lised 🗌 Demo Trade-in 🖸	Yes []{lo				79R67		28		<u>60r00</u>
Tade-s Yaar Male Vehicle No.		Date	ur Licente	No/PD	ol All Overe	ng ar Lassaad			Tibe
		11			1000	3) 21 County (Residence	<u> </u>	15100
TEMPORARY VERICLE REGISTRATION		¥ 21						-	
Expires 15 days after delivery date		Con	ngiete Na	mes and /	lockenses (ALC WORK	1 Children	•	Tex
Plate Installated from: Year Make	1	1		•		_		•	7821.04
Vahide No. Plate No. Temp. Ex	neution Date	1							Reg. Transfer Fee
	/18/20	급)ETP/	DTTC		8227 AllOmiers	or Lescens	<u> </u>	Total - Transfer to #4
VENICLE USE AND RISTORY DISCLOSURE	, <u>, , , , , , , , , , , , , , , , , , </u>							•	857.04
POLICE VEHICLE									Foll Algore to Sunmor
	EEN ISSUED				<u> </u>		Deferre	A Dia data	
			unince Ca STATI		RM		Potoyo	-1 23	- Hour
The following section south for completed when educater			al Societa	1 01	BOTH	ACCEL		E CORE	Filed Date
discharge to required. The advector mulage weday:	1 5 8	inter a constant	icest		EDIT				08/03/15
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		Kent W. Abernath	y, Commission	er	
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EXEMPTION - TRANSFERS BETWEEN RELATIVES: An exemption from use tax is allowed when the new owner is the spouse, father, mother, brother, sister, child, stepparent, stepchild, stepbrother, stepsister, half brother, half sister, grandparent, grandchild, legal ward, or legally-appointed guardian of the previous owner. Documentation proving the relationship may be requested by the Michigan Department of Treasury.

VALIDATION:	\$
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AMOUNT RECEIVED	CHANGE
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Ruth Johnson, Secretary of State Authority granted under Public Act 300 of 1949 as amended.

15.00 SM 298C2450070

TR-11L (5:99)

Application for Michigan Vehicle Title

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TR 111 (5/99)

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Michigan Department of State Authority granted upder Public Act 300 of 1949 as amended

MICHIGAN DEPARTMENT OF STATE Lansing, MI 48918

Special Mailing of Certificate of Title

Mail or Release Title To:

As the owner of the vehicle or watercraft described on
the accompanying title application. I direct the Michigan
Department of State to mail or release my new title to
the party listed on this form.

I understand that if this party is a lienholder, any duplicate title will also be sent to the lienholder until the lien is terminated.

Signature of Owner

Autoloans, LLC		•	
Street Address 6170 W Lake Mead Blvd #44573	<u> </u>		
City	State	Zip	
Las Vegas	NV	69108	

Description of vehicle or watercraft as shown on application:

 Yeat	Make	Vehicle Identification No.
 2009	Chrysler	2A8HR54179R87

TR-114 (5.95)

Anthority granted under P.A. 300 of 1949 as amended

1.2.1 A 2.4 A

Limited Power of Attorney/Motor Vehicle Transactions* (I/We) Vehicle Omit(1) 743 Legal Name(5) Autologans, LLC.

Legal Name of Attorney-m-Fect- Only one attorney-m-fact may be appointed.

As my/our attorney-in-fact, to represent (me/us) before the Department of Revenue, Department of Motor Velucle or any of the government agency offices in this state with respect to the following described vehicle:

2009 Chrysler Town & Country Touring ZABHR54179R67

Said attorney-in-fact is authorized to apply for original or replacement certificates of title, to transfer title to said motor vehicle or to lien and encumber such vehicle as determined in the sole discretion of the attorney-in fact and to otherwise perform on (my/our) behave any act or thing, whatsoever concerning such motor vehicle in every respect as (1/we) could do were (1/we) personally present.

This power-of attorney revoces all earner powers-of-attorney and shall be in full force and effect until write? revocation is received but in no event shall this powerof-attorney be valid Deport in the (3) months from the date of its execution.

The undersigned owner(s) further certifies that this power-of-attorney was completely filled in at the time of its execution.

(Dener(s) Scalars)

Acknowledgement of Notary Public

The undersigned notary public does hereby certify that the above named owner of the vehicle identified in this appointment of an attorney-in lact, executed this form in my presence and that said owner was proven to be the person named by the use of the following form of positive, picture identification:

	Michigan
Owner(s) Valid Driver	s creating Rumber(s) & issuing State(s)
Swom to and subscribed before me	: This 31 day of 16 log
JAINE T WARD SHO N. LARE Notary's Full Logal Name - Printed or Types	AL AD OLION TWI
Notary's Sindebure & Scal or Stamp Motary's	City, State & 200 248-514-775
Data My Hotary Commission Expire) Notary This form must be completed	Tuble's Finne 7 or e-mail address i in its entirety, signed and notarized. "It ater faise information on a power-of-attorney form.
	Jaimie L. Ward Rotary Public, State Of Michigan

County Of Ositiand My Commission Busines July 15, 2018

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Lienholder Information

Auto Loans LLC

****Please Read****

Auto Loans LLC 6170 W Lake Mead Blvd. # 44573 Las Vegas. NV 89108 Office # 1-855-556-2489 Fax # 877-471-7921

****Please Read** **

UNDER NO CIRCUMSTANCES IS THE TITLE TO BE RETURNED TO THE CUSTOMER!...IF FOR ANY REASON THE TITLE NEEDS TO BE RETURNED...PLEASE SEND TO THE ADDRESS ABOVE.

Application for Michigan Vehicle Title

							18102050377
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BODY STYLE	FEE CATINE GHT	ODOMETER	OWNER'S D	RIVER LICENSE NUM	BER	FULL RIGHTS TO SURVIVOR	TAX
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OWNER'S NAME (S) AND AD	DAESS					•	REG, TRANSFER
							0.00
		•					101AL 20.00
LAPEER	AI 48	446		<u>. </u>		Co. Cd.	
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XCHE				NONE			
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A	PLICANT DENTRICATI	CN				LEGAL MAPERS	
·	· ·		•	TYPE OF DOCUM	ENT	COLNTY .	STATE
🖸 Owner 🔲 Oth	ica Kamer		<u> </u>	. <u>.</u>	<u> </u>		
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Research for Duplicate Tra	= [] Lost [] \$0	alea 🧹 🔲 Madimad		SNANCH OFFICE		EXAMPLEA (Press)	
				⊾		l:	
CLAM FOR	TAX EXEMPTION	USET	AX RETURN	. <u></u>	PURCH	ASE DATE:	
LOST	•	1. Purchase price or whichever is gizzets.		0.00			•
)	2. 5% Tax		0.00	- SELLER	rsh.ame and address:	•
certify the tax exempti	an [4	• •	•
hawn above is valid. In		Credit for tax pak reciprocal state (pre		0.00	1		
	le and all information on	4. Yax Being Paid		0.00	1 (3186 K	1795
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× /			·	This form	or you	ur title must be prese transfer plates.	nted to purchase o
<u>A</u>			•	J		. uenarer piaces.	
inal determination .	of the correct tay lish	ility will be meda	hy the Mir	hinan Densete	ment of	Treasury, You may be	· ·
ocument your tax	return or prove you ar	entitled to the	exemption	claimed. If yo	хи сапл	ot support your claim, r	ninimum penalties
clude the added to		lty, plus interest i	from the da	te of filing thi		cation. Additional pena	
						, when the new owner	
vother, brother, sis r legally-sppcinted	ter, child, stepparent, guardian of the previ	, stepchild, stepb	rother, step	osister, haif br	other, I	half sister, grandparent, hip may be requested b	grandchild, legal was
epartment of Trea ALIDATION:	sury.						CEVED
07242014 H1 C	205 181 0377	20.00 INS		31C2050377		·	
FIAZAVA' GL V		Ruth Johnson					
						· .	

(Page 1 of 4)

Receipt for RD-108 Dealer Transaction

MI

NO

Dealer	
SKALNEK FORD INC.	
Address	
941 S. LAPEER RD	
City	
LAKE ORION, MI 48362	
Dealer License No. A2577	

062360 A

A = Actual mileage

Odometer

B = Not actual mileage

C = Exceeds mechanical limits of edometer

Transeton Type: TRANS TITLE/TRANS PLATE 189A1710158

Validation: 03282013 RG B087 603 1246 893.84 603B0871246 062360 A *NO S.I. RECORDED* Expires on 09/13/2013 Months 12 Plate No. Make Body Style SW County 63 Code 01 Year 2009 CHRYSLER Vehicle No. 2A8HR54179R675 Fee Cal. or WL 000027 License Fee 0.00 Driver License No/FIDs of All Owners/Lessees Title 1) 💼 15.00 Title Late Fee 0.00 Complete Name(s) and Address(es) of All Owners or Lessors Tax 870.84 Transfer Fee 8.00 LARE ORION, MI 48362 Total 893.84 Complete Name(s) and Address(es) of Lessees NONE Full Rights to Survice N

Error/Flash Condition:

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Error/Flash Approval Reason:

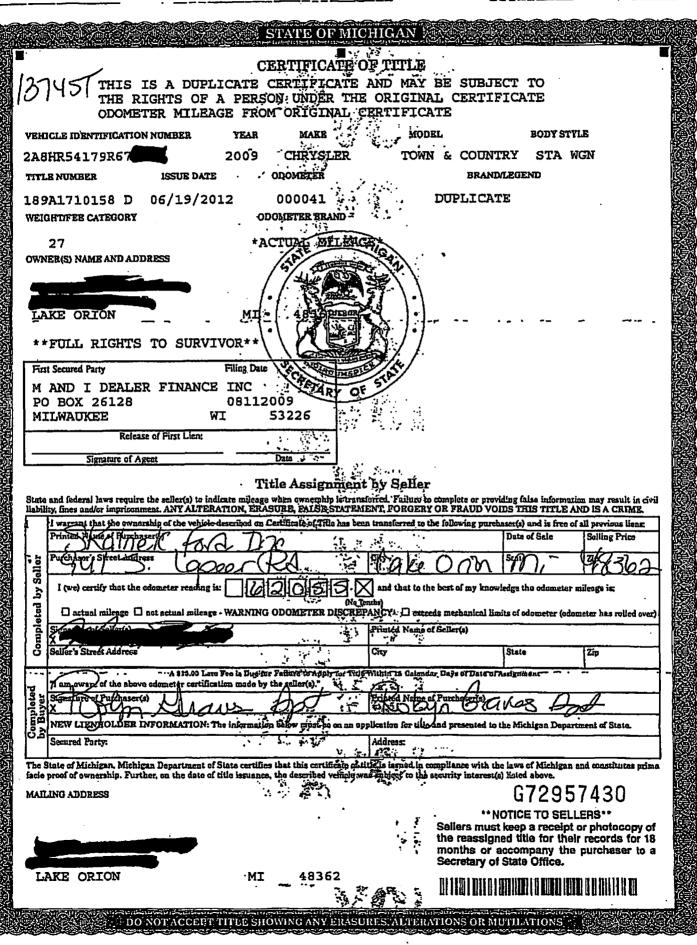
Filing Date
Filing Date
1
14290.00
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Dealer Comment:

STATE OF MICHIGAN APPLICA	TION FOR MICHIGA	N TITLE & REGISTRATI	ON DEPA	HTMENT OF STATE
Purchass Data 03/28/13	·			
Dollvery Data 03/28/13	13745T			
Deater SKALNEK FORD, Inc.	trivalce/Stock No.			
Address 941 S. Lapeer Rd.				
av LAKE ORION				
County OAKLAND State MICHIGAN	Zp Code 48362	Expires Manth	on Manibs Day Year	RENEWAL
Dester License Sales Tex License Phone Na		09	13 2013	TRANSFER
A-002577 B-38-1740366	(248) 693-6241	2009 CHRYSLER	4DR WGN TO	
	io-In XX Yos 🗆 No	Valuation No. 2A8HR54179R67	Fee Category/Weight	N/A
Trade-in Year Make Vehicle No. 2008 FORD 1FTWW31R	X8EE21469	Driver License No./PiD of All Ove	ness or Lesseer	THE 15.00
TEMPORARY VEHICLE REGISTRATI		2	County of Residence	7110 Late Fee N/A
USED TO TRANSFER PLATES Expires 15 days after delivery days		Courses Manues and Addresse		Tax
Plate cranstanted from Year Make 2008 FORD				870.184 Rog. Transfor Fee
LETIWUJIRX8EE21469	Terms Explosion Data	LAKE ORION. MI		8.00
	URE:	Comptois Names and Addresses		Total Binatieria 34
GOVERNMENT VEHICLE GALVAGE TITLE HAS BEEN				GLA EUGTUS DO SLEVINGE A CALVES INO
		STATE FARM	400 8587-	
ODOMETER MILEAGE		First Socured N/A		
disclosure is required. The adometer wilesge moding 0 b must match the milesge resulting disclosed to the	2 3 5 0	Address		03/28/13
XX A Constant and a		City, Sinta, Zo	· · · · · · · · · · · · · · · · · · ·	
		1. PURCHASE PRICE OF VEHI		14,290.00
t I have selected and agree to pay the OPTIONAL \$24 CVR electronic filing fee	MP	2. OTHER TAXABLE CHARGES		
Particing Installed Accessoring 3836704600 List Although to Vi	Customer intisis.	1. TOTAL TAXABLE PRICE	CINIC FILING FEE	24.00
Coster Installed Accessories Whan Optional to Purchaser:		4. (Above tate) SALES TAX - U	CENSE • TITLE	893.84
		5. NON-TAXABLE CHARGES		1,840.00
		4. TOTAL DELIVERED PRICE	•	17,247.84
REMARICS: Unless a contracto wolten document showing the terms of any Ossio fundated by the Dester to the Parchaser, any Warrantes on this j	Warranty or Sarvice Contract is product are those statis by the	7. CASH ON DEPOSIT		
manufacturiors. The Seller, SKALNEK FORD, Inc., hereby expressly stati or explicit, including any jupited Wassarty of marchanability or time	sime all Warrantics, officer courses so for a perforder purpose, and	8. CASH DUE ON DELIVERY	0.00 \$24,157.84	<u>N/A</u>
SIGUNER FORD, Inc. noither essuntes any estimates any other press convector with the estimation works.	Design to Addume for It may dabling it.	9. TRACE-IN 10. LESS LEN	\$ 6,910.00	17,247.84
	Charged Tres (No	10. LESS LEN 11. TOTAL COWN PAYMENT	L	17,247.84
Salasperson		12. UNFAID BALANCE TO BE F	NANCED	N/A
CONTRACTUAL DISCLOSURE STATEAGENT FOR USE The information you see on the window form for this vehicle Information on the window form overtifes any convery provides	is part of this contract	19. INSURANCE SURCHARGE		N/A
		14. TOTAL AMOUNT OF FINAL TYPE OF INSURANCE	ICE CONTRACT	N/A
I CERTEFY SOLD THE VERICE TO THE WILD WERE AND CERTEFY THAT I WURDANT THE TITLE TO THE YEAR CLE AND CERTEFY THAT I BELIET FORLY TO THE SECURITY WIENESTE HAMED AND	AGENT	WARNING: This insumnce is no	NPLAD NO Fault Insurance required HEALTH & ACCIDENT	by Michigan law,
Distante Signature	Tite		·	
I am purchasing or loasing this vehicle and am applying for a l revolucit, or derived as a repeat offender and am alightle to purch	Alchiga) certificate of Ide and re age or jegistor the vehicle, i Autha	gistration or, if the issues, applying for rounity that is a tax examption is shown	a registration. I cartly that my driver i above it is valid.	icanse is not suspanded,
03/28/13		X		
03/28/13		Date		
X		Data X		
x	<u> </u>	X		
PURCHASERS NOTE: IP VEHICLE TITLE I		Oracia	STATE OFFICE OR CALL (ST7) 32	2-1460
Authory garted by PA. 200 of 1948, sa associat.				RD-108E 0405

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(Page 1 of 4)



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	CAINEL TOL	1 The Koby File	Printed Name of P		
) هن <u>ة:</u>					
K	Date of Sale	Selling Dealer's License Number	Turtes on unit	AL HE VE	
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<u> </u>	221-12	1 19 1 Late upper at	ale O	<u>(); + re ()</u>	1 48362
· 4 1	(selling dealer) warrant that	the title is free and clear of all lien			o the purchaser(s) listed belog
ı	further certify that the odom	eter reading is:		to the dest of my know	ledge the odometer mileage i
	-	actual mileage WARNING ODO		1	•
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		mpleted by Selling Dealer:		.	y Purchasér(s):- ^y
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en in i	uniting wante et sennts merte		X	14 STD	
	ignature of Agent	大都弘於	Printed Name of P	urchaser(a)	
S. 4 /		-4 - 14 JE 6	10 A B SEA	ARE	
	ate of Sale	Selling Dealer's License Number	Purchaset a Addre		
. +		A. 3		- 24 - 24	1
<u> </u>			3.3.5	kh	
1	(selling dealor) warrant that	the title is free and clear of all lien	and I have transferred ow	norship alithis volicie t	o the purchaser(s) listed below
I	(selling dealer) warrant that further corrify that the odom	the title is free and elear of all lien	and I have transferred ow	nöřahip olithis vehicle t	o the purchaser(s) listed below riedge the odometer mileage i
I	firther certify that the adom	oter reading is:		to the bost of my know	rledge the edometer mileogu i
I	fürther certify that the adam ⁷ / ₂ ¹ ectual mileage I not	ater reading is:	The Teacher	tro the bast of my know	vledge the odometer mileogu i al limits of odometer
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rd Reassignment Michigan Doalar 	fürther certify that the adom	ater reading is:	LE Tan Average of Party	U exceeds muchanic Below Completed b ica abore abore to certific asterie abore accometer certific asterie accometer certific	vledge the adometer mileagu i al limits of adometer y Purchaser(s): ation made by the selling den
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(Page 4 of 4)

Application for Michigan Vehicle Title

								18931710158
TRANSACTION TYPE			PLATE	PLATE	EXPIRATION DATE			req. fee
DUPLICATE	TITLE ON	LY ·						0.00
	MAKE	_	MODEL		VEHICLE IDENTIFICATION MURDER		NUMBER	BILE FEE
2009	CHRYSLE	P			2A888754	179867		20.00
BODY STYLE	FEECA	TSVEIGHT	ODGLIETER	OWNER'S DRIVER UD	LNSE MUMBER	FULL AIG	HTS TO SURVIVOR	TAX
sta wgn	00	0027	000041 A			l Y		0.00
DWNER'S NAVEISTA	NO ADDRESS							REG. TRANSFER
								0.00
						•		TOTAL
LAKE ORION	T T	MI 483	362		•		Co. Cd.	20.00
FIRST SECURED PAR			FUR	NG DATE	COND SECURED PA	лтү		FUNG DATE
n and i de Po box 261		ANCE INC	08/1	1/2009 NONE				
MILWAUKEE	.20	WI 532	225					
MI HRAUADD		WI 334	- 40					
				(· · · · · · · · · · · · · · · · · · ·			
<u> </u>	APPLICAN	TIDENTIFICATIO	N		DOCUMENT		AL PAPERS	
Ya one -] Others Na	m#	-	1 111160	- www.uneni	COUNTY		STATE
	a Annenia (Na			COURT		FILE OR DOC		
· •	LD. press	und:		COURT		FILE OK DOC		DATE EXAMINED
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Ratson for Public	ata Tister 🗖	yen 🖸 Siel	an 🖸 Manimad	ERANC	loffice	EXCANNEN (PT	41 <u>0</u>	
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CLAIM	FOR TAX EXE	MPTION	USE T	AX RETURN		HASS DATE:		
REASON;	•		1. Purchase price or	retad velug.				
lost			utrehever is greater.	0.0		9'S NAME AND A	DORFES-	
			2 5% Tex	0.0	1			
certify the lax ex	emption							
av zi svede nwed		NB	3. Credie for tax paid recorocal stata force	ef stached)				
		<u> </u>		0.0	2			
contry I own this this application is :			4. Tan Berry Part	0.0)		9574	30
navsledge.			1					
lew Owner's Applean	a Sercer			C				r office if you do
x 84					not rece	ive your n	ew title with	in 60 days
				Thi	s form or yo			nted to purchase (
X						trans	fer plates.	-
•								
inal determinat	tion of the c	orrect tax llabil	ity will be made I	by the Michigan	Department o	f Treasury.	You may be	required to
ocument your	tax return p	r prove you are	entitled to the a	xemption claime	i. If you can	lot support	your claim, m	inimum penalties
				rom the date of f		cation. Add	litional penali	des can be
iposed includi	ng criminal i	prosecution or a	issessing up to T	75% of the tax	ive.			
XEMPTION - T	RANSFERS	BETWEEN REL	ATIVES: An exe	eau motion from use	tax is allowed	when the	new owner is	the spouse, father,
nother, brother	r, sister, chil	d. stepparent, s	stepchild, stepbri	other, stepsister,	half brother,	half sister, g	trandparent.	grandchild, legal wa
r legally-appoir	nted guardia	n of the previo	us owner, Docu	mentation provin	g the relations	hip may be	requested by	the Michigan
epartment of	Treasury.			INTO PREMA VITO A DAMA				•
ALIDATION:			•		电低强调制		AMOUST RE	EVED CHUNGE
6192012 D	6 A171 1	89 0158	20.00 INST	189317	10158			
	 J			, Secretary of S	•			
7-11L (5/99)		Author		Public Act 300 of		ed.		

TR-11L (5/99)

Receipt for RD-108 Dealer Transaction

	603 X 22	09 AT X223 603 079 30793 000041 A RECORDED*	3 1924.76 .		
Dealer RICHMOND CHRYSLER	Plate No	Expires an 02/17/2010	Manihs 12		••••••••••••••••••••••••••••••••••••••
Address 67567 S MAIN	Year · 2009	Mate CHRYSLER	Body Style STA WGN	Code 01	County 63
City RICHMOND, MI 48062		179R67	Fee Cat or Wit 000027	License F	٥.00
Dealer License No. AB704	Driver License	No/PIDs of All Owners/Lessces		Title	15.00
				Tille Late	. Fee
Odometer 000041 A	Complete Nam	e(s) and Address(es) of All Owners or	Lessors .	Tax 1	901.76
A = Actual mileage	LARE OF	ION, MI 48362	. ·	Transfer	^{F∝} 8,00
B = Not actual mileage C = Exceeds mechanical limits of edometer				Total	924.76
	Complete Nam	z(9) and Address(es) of Lessers			
Transaction Type				Full Right Survior	is to
ORIG TITLE/TRANS PLATE	NO				Y
Error#Flash Condition:	·				
	Funt Secured 1	nierest		Filing Dat	je
	M AND I	DEALER FINANCE IN	10	1	- 10000

Error/Flash Approval Reason:

M AND I DEALER FINANCE INC PO BOX 26128 MILWAUKEE, WI 53226	08/11/2009
Second Secured laterest NONE	Filing Date
Purchase Price of Vehicle	31696.02

Dealer Comment: FULL NAME-FULL NAME

· · ·

STATE OF MICHIGAN APPLIC	ATION FOR MICHIGA STATEMENT OF \			DEPA	RTMENT OF STATE]
	CUST#: 1312	**		A NON-CHRYSL	ER CORP. SERVI	he -
Purchase Date 08/11/2009	INV: 68584				OT PROVIDED BY	
· · ·	invoice/Slock No.	CHRYS	SLER CORP	ITS PARENT.	SUBSIDIARIES	1
Delivery Date 08/11/2009	STK: C9-204	34 ITAF	FILIATES.	NO OTHER WAR	RANTIES EXPRES	
DICK HUVAERE RICHHON		166			EXPRESSLY IMP NALLY PURCHASE	
Address 67567 SOUTH MAIN					MALLI FORCHASE	
and RICHMOND			IRYSLER COR			1
County State MICHIGAN	10002		Expires on Month Day	Year	NEW PLATE	
	Number 86-727-7577	Year Mak		Body Style	Code County	62
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OFTIONAL \$24 CVR electronic filing fee			S24 ELECTRONIC FI		24.00	
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Dester Instelled Accessories When Bosonal is Buttings	200.00	4. (Above total) S/	LES TAX - LICENSE	TITLE	1924.76	
REMAIN 472.02 POLYST	399.00 335.00	5. NON-TAXABLE	CHARGES (Labor, So	rvice Contract, Etc.)	RI/A	
		& TOTAL DELIV	ERED PRICE		33620.78	1
REMARKS:		7. CASH ON DEP	OSIT		7292.02	
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		9. TRADE-IN	\$	N/A		
Temporary Registration No.	emporary ee Charged Yes No	10. LESS LIEN	\$	N/A		
Subsperson Kingman. John		11. TOTAL DOWN	PAYMENT		7292.02	
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I WARRANT THE TITLE TO THE VEHICLE AND CERTIFY TH SUBJECT ONLY TO THE BECKETTY INTERESTS NAMED A	AGENT		surance is not PL/PD	No Fault Insurance required H & ACCIDENT	by Michigan Law,	
	<u>وتي ا</u>			OUNERGAURD		1
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Authority granted by P.A. 300 of 1848, as amended.					RD-1058 0405	_

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		<u>C9-20434</u>
CUSTOMER'S NA ERERERERERERERERERERERERERERERERERERER	R DISCLOSURE STATEMENT	STOCK NO.
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result in fines and / or imprisonn	rent.	
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	e odometer reading is NOT	•
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STATE OF MICHIGAN CIRCUIT COURT FOR THE 30TH JUDICIAL CIRCUIT INGHAM COUNTY

BILL SCHUETTE, ATTORNEY GENERALOF THE STATE OF MICHIGAN, ex relThe People of the State of Michigan,No. 16-

Plaintiff,

HON.

LIQUIDATION, LLC; also doing business as: VEHICLE LIQUIDATION LLC, AUTOLOANS, LLC; AUTO LOANS, LLC; CAR LOAN, LLC; SOVEREIGN LENDING SOLUTIONS, LLC; SOVEREIGN LENDING, LLC, MANAGEMENT SOLUTIONS, LLC; LOAN SERVICING SOLUTIONS, LLC; and WILLIAM MCKIBBIN, III, INDIVIDUALLY; MARK EDWARD WIENER, INDIVIDUALLY, et al.

Defendants.

AFFIDAVIT OF MARTIN MAY

I, Martin May, swear or affirm that each of the following is true to the best of my knowledge and belief:

1. I am a Special Agent employed by the Michigan Department of Attorney General.

2. I have been in contact with and visited the business premises of Select Auto Services/Advanced Repossession Services, Inc. at 55 N. Rose St., Mt. Clemens, MI 48043.

3. Select Auto Services/Advanced Repossession Services, Inc. provides vehicle towing services, including towing for purposes of vehicle repossession.

4. A 2008 Cadillac vehicle titled in the name of a Michigan resident is on the Select Auto Services/Advanced Repossession Services, Inc. lot after being towed there by Select Auto Services/Advanced Repossession Services, Inc. pursuant to repossession on behalf of Auto Loans, LLC.

5. The above vehicle is subject to disposition, for resale or other title reassignment at any time.

6. Select Auto Services/Advanced Repossession Services, Inc. has advised that it will declare the vehicle abandoned and take title to the vehicle as provided by the Michigan Vehicle Code in satisfaction of storage fees if it remains on their lot after January 15, 2016.

7. I have been in contact with Manheim Remarketing Inc., through its General Counsel, Jason Poulos.

8. Manheim Remarketing, Inc. has a business location at 600 Will Carlton Road, Carleton, MI 48117, and provides auction services for sale of used vehicles, including repossessed vehicles.

9. Upon information and belief, Auto Loans has twelve vehicles at Manheim's Carleton, Michigan business location and is attempting to arrange disposition of each of them.

10. I am authorized and competent to give this declaration, and have personal knowledge of the facts stated herein except for those stated to be made "upon information and belief," and as to those facts, I believe them to be true.

Further affiant sayeth not.

Martin May

Subscribed and sworn to before me on the 12th day of January, 2016.

Denise R. Richards, Notary Public Ingham County, Michigan Clinton County, acting in Ingham County My commission expires: 4/5/2022