

# Exhibit 9

	Funds Disbursed
	Payments
	Returns
	Miscellaneous



### Customer's Loan and Payment History

Customer SSN: [REDACTED]

Customer Name: [REDACTED]

Highest Loan Amount: \$300.00

Due Date: 1/3/2012

Loan #	Due Date	Loan Amt	Fin Chg	Loan Type	ACH Rtns	Rtn Fees	Amt Pd.	Date Paid	Balance	Ln/Pmt	Tran Type
54179131	1/3/2012	\$300.00	\$90.00	Standard Application					\$390.00	Ln	Standard Application
							\$300.00	1/3/2012	\$90.00	Pmt	Renewal Payment
							\$90.00	1/3/2012	\$0.00	Pmt	Renewal Payment
54200709	1/17/2012	\$300.00	\$90.00	Renewed Application					\$390.00	Ln	Renewed Application
							\$300.00	1/17/2012	\$90.00	Pmt	Renewal Payment
							\$90.00	1/17/2012	\$0.00	Pmt	Renewal Payment
54222276	2/1/2012	\$300.00	\$90.00	Renewed Application					\$390.00	Ln	Renewed Application
							\$300.00	2/1/2012	\$90.00	Pmt	Renewal Payment
							\$90.00	2/1/2012	\$0.00	Pmt	Renewal Payment
54244627	2/15/2012	\$300.00	\$90.00	Renewed Application					\$390.00	Ln	Renewed Application
							\$300.00	2/15/2012	\$90.00	Pmt	Renewal Payment
							\$90.00	2/15/2012	\$0.00	Pmt	Renewal Payment
54263667	3/1/2012	\$300.00	\$90.00	Renewed Application					\$390.00	Ln	Renewed Application
							\$300.00	3/1/2012	\$90.00	Pmt	Renewal Payment
							\$90.00	3/1/2012	\$0.00	Pmt	Renewal Payment
54282017	3/15/2012	\$300.00	\$90.00	Renewed Application					\$390.00	Ln	Renewed Application
							\$250.00	3/15/2012	\$140.00	Pmt	Renewal Payment
							\$140.00	3/15/2012	\$0.00	Pmt	Renewal Payment
54299939	4/2/2012	\$250.00	\$75.00	Renewed Application					\$325.00	Ln	Renewed Application
							\$200.00	4/2/2012	\$125.00	Pmt	Renewal Payment
							\$125.00	4/2/2012	\$0.00	Pmt	Renewal Payment
54324337	4/16/2012	\$200.00	\$60.00	Renewed Application					\$260.00	Ln	Renewed Application
							\$150.00	4/16/2012	\$110.00	Pmt	Renewal Payment
							\$110.00	4/16/2012	\$0.00	Pmt	Renewal Payment
					(\$110.00)			4/18/2012	\$110.00	Pmt	NSF Returned
						(\$25.00)		4/18/2012	\$135.00	Pmt	NSF Fee Charged

						\$135.00	5/1/2012	\$0.00	Pmt	NSF Payment
					(\$135.00)		5/3/2012	\$135.00	Pmt	NSF Returned
						\$135.00	5/15/2012	\$0.00	Pmt	NSF Payment
					(\$135.00)		5/17/2012	\$135.00	Pmt	NSF Returned
					\$25.00	\$135.00	7/3/2012	\$110.00	Pmt	Waived
54343943	5/1/2012	\$150.00	\$45.00	Renewed Application				\$195.00	Ln	Renewed Application
						\$195.00	5/15/2012	\$0.00	Pmt	Charge Off Payment
					(\$195.00)		5/17/2012	\$195.00	Pmt	NSF Returned
					(\$25.00)		5/17/2012	\$220.00	Pmt	NSF Fee Charged

# Exhibit 10

**Customer's Loan and Payment History****Customer SSN:** [REDACTED] **Customer Name:** [REDACTED]**Highest Loan Amount: \$300.00 Due Date: 12/14/2012**

<u>Loan #</u>	<u>Due Date</u>	<u>Loan Amt</u>	<u>Fin Chg</u>	<u>Loan Type</u>	<u>ACH Rtns</u>	<u>Rtn Fees</u>	<u>Amt Pd.</u>	<u>Date Paid</u>	<u>Balance</u>	<u>Ln/Pmt</u>	<u>Tran Type</u>
54663807	12/14/2012	\$300.00	\$90.00	Standard Application					\$390.00	Ln	Standard Application
							\$300.00	12/14/2012	\$90.00	Pmt	Renewal Payment
							\$90.00	12/14/2012	\$0.00	Pmt	Renewal Payment
54687279	12/28/2012	\$300.00	\$90.00	Renewed Application					\$390.00	Ln	Renewed Application
							\$300.00	12/28/2012	\$90.00	Pmt	Renewal Payment
							\$90.00	12/28/2012	\$0.00	Pmt	Renewal Payment
54702948	1/11/2013	\$300.00	\$90.00	Renewed Application					\$390.00	Ln	Renewed Application
							\$300.00	1/11/2013	\$90.00	Pmt	Renewal Payment
							\$90.00	1/11/2013	\$0.00	Pmt	Renewal Payment
54715448	1/25/2013	\$300.00	\$90.00	Renewed Application					\$390.00	Ln	Renewed Application
							\$300.00	1/25/2013	\$90.00	Pmt	Renewal Payment
							\$90.00	1/25/2013	\$0.00	Pmt	Renewal Payment
54725926	2/8/2013	\$300.00	\$90.00	Renewed Application					\$390.00	Ln	Renewed Application
							\$300.00	2/8/2013	\$90.00	Pmt	Renewal Payment
							\$90.00	2/8/2013	\$0.00	Pmt	Renewal Payment
54734627	2/22/2013	\$300.00	\$90.00	Renewed Application					\$390.00	Ln	Renewed Application
							\$250.00	2/22/2013	\$140.00	Pmt	Renewal Payment
							\$140.00	2/22/2013	\$0.00	Pmt	Renewal Payment
54741538	3/8/2013	\$250.00	\$75.00	Renewed Application					\$325.00	Ln	Renewed Application
							\$75.00	2/22/2013	\$250.00	Pmt	Standard Payment
							\$250.00	2/22/2013	\$0.00	Pmt	Standard Payment

# Exhibit 11

	Funds Disbursed
	Payments
	Returns
	Miscellaneous



### Customer's Loan and Payment History

Customer SSN: [REDACTED]

Customer Name: [REDACTED]

Highest Loan Amount: \$500.00

Due Date: 4/15/2011

Loan #	Due Date	Loan Amt	Fin Chg	Loan Type	ACH Rtns	Rtn Fees	Amt Pd.	Date Paid	Balance	Ln/Pmt	Tran Type
48173985	4/15/2011	\$500.00	\$150.00	Standard Application					\$650.00	Ln	Standard Application
						\$500.00		4/15/2011	\$150.00	Pmt	Renewal Payment
						\$150.00		4/15/2011	\$0.00	Pmt	Renewal Payment
48437856	4/29/2011	\$500.00	\$150.00	Renewed Application					\$650.00	Ln	Renewed Application
						\$500.00		4/29/2011	\$150.00	Pmt	Renewal Payment
						\$150.00		4/29/2011	\$0.00	Pmt	Renewal Payment
48730000	5/13/2011	\$500.00	\$150.00	Renewed Application					\$650.00	Ln	Renewed Application
						\$500.00		5/13/2011	\$150.00	Pmt	Renewal Payment
						\$150.00		5/13/2011	\$0.00	Pmt	Renewal Payment
49071696	5/27/2011	\$500.00	\$150.00	Renewed Application					\$650.00	Ln	Renewed Application
						\$500.00		5/27/2011	\$150.00	Pmt	Renewal Payment
						\$150.00		5/27/2011	\$0.00	Pmt	Renewal Payment
49430379	6/10/2011	\$500.00	\$150.00	Renewed Application					\$650.00	Ln	Renewed Application
						\$500.00		6/10/2011	\$150.00	Pmt	Renewal Payment
						\$150.00		6/10/2011	\$0.00	Pmt	Renewal Payment
49804292	6/24/2011	\$500.00	\$150.00	Renewed Application					\$650.00	Ln	Renewed Application
						\$450.00		6/24/2011	\$200.00	Pmt	Renewal Payment
						\$200.00		6/24/2011	\$0.00	Pmt	Renewal Payment

50185032	7/8/2011	\$450.00	\$135.00	Renewed Application				\$585.00	Ln	Renewed Application
						\$400.00	7/8/2011	\$185.00	Pmt	Renewal Payment
						\$185.00	7/8/2011	\$0.00	Pmt	Renewal Payment
50600044	7/22/2011	\$400.00	\$120.00	Renewed Application				\$520.00	Ln	Renewed Application
						\$350.00	7/22/2011	\$170.00	Pmt	Renewal Payment
						\$170.00	7/22/2011	\$0.00	Pmt	Renewal Payment
51031854	8/5/2011	\$350.00	\$105.00	Renewed Application				\$455.00	Ln	Renewed Application
						\$300.00	8/5/2011	\$155.00	Pmt	Renewal Payment
						\$155.00	8/5/2011	\$0.00	Pmt	Renewal Payment
51434122	8/19/2011	\$300.00	\$90.00	Renewed Application				\$390.00	Ln	Renewed Application
						\$250.00	8/19/2011	\$140.00	Pmt	Renewal Payment
						\$140.00	8/19/2011	\$0.00	Pmt	Renewal Payment
					(\$140.00)		8/23/2011	\$140.00	Pmt	NSF Returned
					(\$25.00)		8/23/2011	\$165.00	Pmt	NSF Fee Charged
						\$82.50	9/2/2011	\$82.50	Pmt	NSF Payment
						\$82.50	9/2/2011	\$0.00	Pmt	NSF Payment
51797856	9/2/2011	\$250.00	\$75.00	Renewed Application				\$325.00	Ln	Renewed Application
						\$200.00	9/2/2011	\$125.00	Pmt	Renewal Payment
						\$125.00	9/2/2011	\$0.00	Pmt	Renewal Payment
52154257	9/16/2011	\$200.00	\$60.00	Renewed Application				\$260.00	Ln	Renewed Application
						\$150.00	9/16/2011	\$110.00	Pmt	Renewal Payment
						\$110.00	9/16/2011	\$0.00	Pmt	Renewal Payment
52499555	9/30/2011	\$150.00	\$45.00	Renewed Application				\$195.00	Ln	Renewed Application
						\$100.00	9/30/2011	\$95.00	Pmt	Renewal Payment
						\$95.00	9/30/2011	\$0.00	Pmt	Renewal Payment
52847183	10/14/2011	\$100.00	\$30.00	Renewed Application				\$130.00	Ln	Renewed Application
						\$50.00	10/14/2011	\$80.00	Pmt	Renewal Payment
						\$80.00	10/14/2011	\$0.00	Pmt	Renewal Payment
53193001	10/28/2011	\$50.00	\$15.00	Renewed Application				\$65.00	Ln	Renewed Application
						\$50.00	10/28/2011	\$15.00	Pmt	Standard Payment
						\$15.00	10/28/2011	\$0.00	Pmt	Standard Payment



# Exhibit 12

	Funds Disbursed
	Payments
	Returns
	Miscellaneous



### Customer's Loan and Payment History

Customer SSN: [REDACTED]

Customer Name: [REDACTED]

Highest Loan Amount: \$400.00

Due Date: 10/21/2011

Loan #	Due Date	Loan Amt	Fin Chg	Loan Type	ACH Rtns	Rtn Fees	Amt Pd.	Date Paid	Balance	Ln/Pmt	Tran Type
52932979	10/21/2011	\$400.00	\$120.00	Standard Application					\$520.00	Ln	Standard Application
							\$400.00	10/21/2011	\$120.00	Pmt	Renewal Payment
							\$120.00	10/21/2011	\$0.00	Pmt	Renewal Payment
53360625	11/4/2011	\$400.00	\$120.00	Renewed Application					\$520.00	Ln	Renewed Application
							\$400.00	11/4/2011	\$120.00	Pmt	Renewal Payment
							\$120.00	11/4/2011	\$0.00	Pmt	Renewal Payment
53677576	11/18/2011	\$400.00	\$120.00	Renewed Application					\$520.00	Ln	Renewed Application
							\$400.00	11/18/2011	\$120.00	Pmt	Renewal Payment
							\$120.00	11/18/2011	\$0.00	Pmt	Renewal Payment
53971118	12/2/2011	\$400.00	\$120.00	Renewed Application					\$520.00	Ln	Renewed Application
							\$400.00	12/2/2011	\$120.00	Pmt	Renewal Payment
							\$120.00	12/2/2011	\$0.00	Pmt	Renewal Payment
54143105	12/16/2011	\$400.00	\$120.00	Renewed Application					\$520.00	Ln	Renewed Application
							\$400.00	12/16/2011	\$120.00	Pmt	Renewal Payment
							\$120.00	12/16/2011	\$0.00	Pmt	Renewal Payment
54171952	12/30/2011	\$400.00	\$120.00	Renewed Application					\$520.00	Ln	Renewed Application
							\$350.00	12/30/2011	\$170.00	Pmt	Renewal Payment
							\$170.00	12/30/2011	\$0.00	Pmt	Renewal Payment

54195130	1/13/2012	\$350.00	\$105.00	Renewed Application				\$455.00	Ln	Renewed Application
						\$300.00	1/13/2012	\$155.00	Pmt	Renewal Payment
						\$155.00	1/13/2012	\$0.00	Pmt	Renewal Payment
					(\$155.00)		1/18/2012	\$155.00	Pmt	NSF Returned
					(\$25.00)		1/18/2012	\$180.00	Pmt	NSF Fee Charged
54217239	1/27/2012	\$300.00	\$90.00	Renewed Application				\$390.00	Ln	Renewed Application

# Exhibit 13

**Customer's Loan and Payment History****Customer SSN:** [REDACTED]**Customer Name:** [REDACTED]**Highest Loan Amount: \$500.00 Due Date: 12/21/2011**

<u>Loan #</u>	<u>Due Date</u>	<u>Loan Amt</u>	<u>Fin Chg</u>	<u>Loan Type</u>	<u>ACH Rtns</u>	<u>Rtn Fees</u>	<u>Amt Pd.</u>	<u>Date Paid</u>	<u>Balance</u>	<u>Ln/Pmt</u>	<u>Tran Type</u>
54164431	12/21/2011	\$500.00	\$150.00	Standard Application					\$650.00	Ln	Standard Application
							\$500.00	12/21/2011	\$150.00	Pmt	Renewal Payment
							\$150.00	12/21/2011	\$0.00	Pmt	Renewal Payment
54180191	1/4/2012	\$500.00	\$150.00	Renewed Application					\$650.00	Ln	Renewed Application
							\$500.00	1/4/2012	\$150.00	Pmt	Renewal Payment
							\$150.00	1/4/2012	\$0.00	Pmt	Renewal Payment
54201789	1/18/2012	\$500.00	\$150.00	Renewed Application					\$650.00	Ln	Renewed Application
							\$500.00	1/18/2012	\$150.00	Pmt	Renewal Payment
							\$150.00	1/18/2012	\$0.00	Pmt	Renewal Payment
54223971	2/1/2012	\$500.00	\$150.00	Renewed Application					\$650.00	Ln	Renewed Application
							\$500.00	2/1/2012	\$150.00	Pmt	Renewal Payment
							\$150.00	2/1/2012	\$0.00	Pmt	Renewal Payment
54244839	2/15/2012	\$500.00	\$150.00	Renewed Application					\$650.00	Ln	Renewed Application
							\$500.00	2/15/2012	\$150.00	Pmt	Renewal Payment
							\$150.00	2/15/2012	\$0.00	Pmt	Renewal Payment
54263811	2/29/2012	\$500.00	\$150.00	Renewed Application					\$650.00	Ln	Renewed Application
							\$450.00	2/29/2012	\$200.00	Pmt	Renewal Payment
							\$200.00	2/29/2012	\$0.00	Pmt	Renewal Payment
54281182	3/14/2012	\$450.00	\$135.00	Renewed Application					\$585.00	Ln	Renewed Application
							\$400.00	3/14/2012	\$185.00	Pmt	Renewal Payment
							\$185.00	3/14/2012	\$0.00	Pmt	Renewal Payment
54297498	3/28/2012	\$400.00	\$120.00	Renewed Application					\$520.00	Ln	Renewed Application
							\$350.00	3/28/2012	\$170.00	Pmt	Renewal Payment
							\$170.00	3/28/2012	\$0.00	Pmt	Renewal Payment
54315715	4/11/2012	\$350.00	\$105.00	Renewed Application					\$455.00	Ln	Renewed Application
							\$300.00	4/11/2012	\$155.00	Pmt	Renewal Payment
							\$155.00	4/11/2012	\$0.00	Pmt	Renewal

54335041	4/25/2012	\$300.00	\$90.00	Renewed Application			\$390.00	Ln	Payment Renewed Application
					\$250.00	4/25/2012	\$140.00	Pmt	Renewal Payment
					\$140.00	4/25/2012	\$0.00	Pmt	Renewal Payment
54355544	5/9/2012	\$250.00	\$75.00	Renewed Application			\$325.00	Ln	Renewed Application
					\$200.00	5/9/2012	\$125.00	Pmt	Renewal Payment
					\$125.00	5/9/2012	\$0.00	Pmt	Renewal Payment
54376623	5/23/2012	\$200.00	\$60.00	Renewed Application			\$260.00	Ln	Renewed Application
					\$150.00	5/23/2012	\$110.00	Pmt	Renewal Payment
					\$110.00	5/23/2012	\$0.00	Pmt	Renewal Payment
					(\$150.00)	6/7/2012	\$150.00	Pmt	Renewal Payment
					(\$110.00)	6/7/2012	\$260.00	Pmt	Renewal Payment
					\$0.00	\$260.00	6/7/2012	\$260.00	Pmt Waived
54397830	6/6/2012	\$150.00	\$45.00	Renewed Application			\$195.00	Ln	Renewed Application
					\$100.00	6/6/2012	\$95.00	Pmt	Renewal Payment
					\$95.00	6/6/2012	\$0.00	Pmt	Renewal Payment
					(\$100.00)	6/7/2012	\$100.00	Pmt	Renewal Payment
					(\$95.00)	6/7/2012	\$195.00	Pmt	Renewal Payment
					(\$95.00)	6/8/2012	\$290.00	Pmt	NSF Returned
					(\$25.00)	6/8/2012	\$315.00	Pmt	NSF Fee Charged

# Exhibit 14

**Customer's Loan and Payment History****Customer SSN:** [REDACTED] **Customer Name:** [REDACTED]**Highest Loan Amount: \$400.00 Due Date: 2/10/2012**

<u>Loan #</u>	<u>Due Date</u>	<u>Loan Amt</u>	<u>Fin Chg</u>	<u>Loan Type</u>	<u>ACH Rtns</u>	<u>Rtn Fees</u>	<u>Amt Pd.</u>	<u>Date Paid</u>	<u>Balance</u>	<u>Ln/Pmt</u>	<u>Tran Type</u>
54241295	2/10/2012	\$400.00	\$120.00	Standard Application					\$520.00	Ln	Standard Application
							\$400.00	2/10/2012	\$120.00	Pmt	Renewal Payment
							\$120.00	2/10/2012	\$0.00	Pmt	Renewal Payment
54259951	2/24/2012	\$400.00	\$120.00	Renewed Application					\$520.00	Ln	Renewed Application
							\$400.00	2/24/2012	\$120.00	Pmt	Renewal Payment
							\$120.00	2/24/2012	\$0.00	Pmt	Renewal Payment
54277624	3/9/2012	\$400.00	\$120.00	Renewed Application					\$520.00	Ln	Renewed Application
							\$400.00	3/9/2012	\$120.00	Pmt	Renewal Payment
							\$120.00	3/9/2012	\$0.00	Pmt	Renewal Payment
54294901	3/23/2012	\$400.00	\$120.00	Renewed Application					\$520.00	Ln	Renewed Application
							\$400.00	3/23/2012	\$120.00	Pmt	Renewal Payment
							\$120.00	3/23/2012	\$0.00	Pmt	Renewal Payment
54312870	4/6/2012	\$400.00	\$120.00	Renewed Application					\$520.00	Ln	Renewed Application
							\$400.00	4/6/2012	\$120.00	Pmt	Renewal Payment
							\$120.00	4/6/2012	\$0.00	Pmt	Renewal Payment
54331840	4/20/2012	\$400.00	\$120.00	Renewed Application					\$520.00	Ln	Renewed Application
							\$350.00	4/20/2012	\$170.00	Pmt	Renewal Payment
							\$170.00	4/20/2012	\$0.00	Pmt	Renewal Payment
54351735	5/4/2012	\$350.00	\$105.00	Renewed Application					\$455.00	Ln	Renewed Application
							\$300.00	5/4/2012	\$155.00	Pmt	Renewal Payment
							\$155.00	5/4/2012	\$0.00	Pmt	Renewal Payment
					(\$155.00)			5/8/2012	\$155.00	Pmt	NSF Returned
						(\$25.00)		5/8/2012	\$180.00	Pmt	NSF Fee Charged
						\$25.00	\$180.00	6/13/2012	\$155.00	Pmt	Waived
54372758	5/18/2012	\$300.00	\$90.00	Renewed Application					\$390.00	Ln	Renewed Application
							\$181.00	5/21/2012	\$209.00	Pmt	Charge Off Payment
						\$0.00	\$209.00	6/13/2012	\$209.00	Pmt	Waived



# Exhibit 15

**Complaint ID #: 9077163**

## Business Information

**Integrity Advance LLC**

300 Creek View Road, Suite 102  
Newark , DE 19711  
8005056073

**Business ID: 32000124**

NEW CASTLE

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## Consumer Information



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## Complaint Details

**Date Filed:** 6/12/2012

**Nature of the Complaint:** Billing or Collection Issues

**Consumer's Original Complaint:**

This company is a complete scam. I had requested a loan through this company via money mutual in March 2012. I had recieved an email from money mutual saying I would be contact by telephone within the next two business days. I missed the call so I returned the call and was told that I had quailified for a 300 dollar loan. I was not told what company I would be going through or any policies and procedures. The women I spoke with was very short with me and told me that the 300 dollar loan would be in my account by the next business day. The money was direct deposited into my account by the next day, but I had not recieved anymore phone calls or emails regarding the companies policys or payment plans so I assumed they would be coming through mail. They did not once try to contact me again and never sent anything via mail. Two weeks later on my pay day, 90 dollars was directly taken out of my account with the discription Withdrawl ACH-A-ACH WEBIntegrityAdvance (LOANPAYMNT). I assumed that since this company was a quick cash loan until pay day they were going to continue taking 90 dollars on my pay day until the 300 dollars was paid off.Now June 2012 I am still getting 90 dollars taken out of my account and was told today that their default payment option is that you pay the finance fee of 90 dollars as an extention so you do not have to pay the full amount of the loan. Also, even though I was never told the payment plans and did not choose the extention plan as my payment option I was told that the 450 dollars that I have already paid and thought was going towards my loan as a payment is just lost money.

**Consumer's Desired Resolution:**

I would like the 450 dollars that I thought was going towards my loan as a loan payment ,which is what the description was in the first place, to be paid back to me. There is no reason that a company should be allowed to put a default payment option on an account and continue to take money from someone with the money going no were but into there own pockets.

## **Business/Consumer Responses:**

# Exhibit 16

**Complaint ID #: 7967655**

## Business Information

**Integrity Advance LLC**

300 Creek View Road Suite 102  
Newark , DE 19711  
8005056073

**Business ID:** 32000124

NEW CASTLE

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## Consumer Information



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## Complaint Details

**Date Filed:** 8/25/2009

**Nature of the Complaint:** Billing or Collection Issues

**Consumer's Original Complaint:**

I applied for a loan through integrity advance on 6/2/09. The amount that was lended to me was 300.00 according to my papers it would cost me 390.00. As of today 8/25/09 they have taken 500.00 out of my account and say i still owe them 400.00 more. I called them on 8/24/09 regarding this matter and they stated i didnt call them within three days of my payment so they refianced the 300.00. I am hoping you can help me in this matter they also stated they will be taking another 140.00 out of my account of 09/04/2009 thank you [REDACTED]

**Consumer's Desired Resolution:**

would like to have everything over the 390.00 refunded to me

## Business/Consumer Responses:

09/03/2009

[REDACTED]

I do not accept the response made by the business to resolve this complaint

Better Business Bureau:

I have reviewed the response made by the business in reference to complaint ID 7967655, and have determined that this does not resolve my complaint. For your reference, details of the offer I reviewed appear below.

[To assist us in bringing this matter to a close, we would like to know your view on the matter.]

Regards,

[REDACTED]

---

# Exhibit 17



**Complaint ID #: 8056889**

## Business Information

**Integrity Advance LLC**

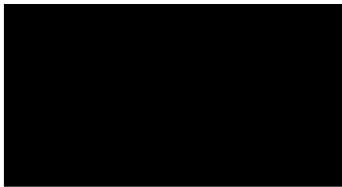
300 Creek View Road Suite 102  
Newark , DE 19711  
8005056073

**Business ID:** 32000124

NEW CASTLE

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## Consumer Information



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## Complaint Details

**Date Filed:** 12/15/2009

**Nature of the Complaint:** Billing or Collection Issues

**Consumer's Original Complaint:**

On September 29, 2009, faced with a severe shortfall in resources, I applied for a payday loan in the amount of \$500 with Integrity Advance. I found them online through a Google search, where they advertised loans of up to \$500, repaid over time. I did the online application, and was contacted by a representative to finalize the loan. They told me that I would be agreeing to have payments of \$150 deducted from my checking account until the loan was paid off. The loan documents I received contained the following statements in the Truth in Lending Disclosure boxes: "Amount Financed: The amount of credit provided to you on your behalf: \$500 Total of payments: The amount you will have paid after you have made all payments as scheduled: \$650" On December 1, my payments had totaled \$600, and I expected that the next payment, on December 15, would be the last, and would be in the amount of \$50. Instead, another \$150 was deducted from my account, totaling \$750 paid on a \$500 loan. I called the phone number contained in the loan documents, and was told by the first representative that the \$150 was a fee that was deducted every month unless I called to tell them that I wanted to pay the loan off "early." If I didn't call, the fee would be charged, and I would still owe the \$500. After three calls, including two hang-ups, I was transferred to a supervisor, who also referred me to my loan documents and said I still owed \$650. She told me she would "waive" the remaining two fees "as a courtesy," and therefore I would only owe \$350 on December 31. I accepted this, but I am still furious, and feel that I was severely misled. Their reliance on people

reading the gobbledygook in the loan documents is trumped by their loan representatives giving out incorrect information verbally at the time the loan is set up. I feel that I should not have to pay the \$350 since I have already given them \$750. In fact, I feel they owe me \$100, since they told me what I was signing up for was that I was financing \$650.

**Consumer's Desired Resolution:**

I would like a refund of \$100, and a relief of the obligation to pay \$350 on Dec. 31, 2009. I have already paid \$100 more than the financed amount of \$650.

## Business/Consumer Responses:

12/23/2009  
[REDACTED]

I do not accept the response made by the business to resolve this complaint

Better Business Bureau:

I have reviewed the response made by the business in reference to complaint ID 8056889, and have determined that this does not resolve my complaint. For your reference, details of the offer I reviewed appear below.

Contrary to what Integrity is saying, I did fully understand what the rep told me on the phone: that I would be making twice monthly payments until I had paid a total of \$600. That was confirmed in the loan document disclosures. I have signed loan documents countless times in the past with lending agencies (banks, credit unions). I had no reason to believe that what the rep told me would be contradicted by any fine print in the document. I was in a desperate situation, needed money badly or I wouldn't have agreed to paying \$150 to get a \$450 loan. The terms that the company has set forth, where the borrower is supposed to call if they don't want to renew the loan, is a travesty and clearly designed to bilk the desperate, unaware customer out of their money at times when people are most desperate.

Regards,  
[REDACTED]

---

# Exhibit 18

**Complaint ID #: 8127020**

## Business Information

**Integrity Advance LLC**

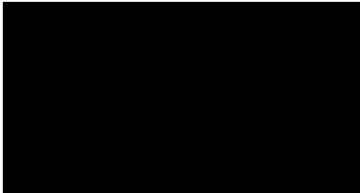
300 Creek View Road Suite 102  
Newark , DE 19711  
8005056073

**Business ID:** 32000124

NEW CASTLE

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## Consumer Information



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## Complaint Details

**Date Filed:** 3/9/2010

**Nature of the Complaint:** Billing or Collection Issues

**Consumer's Original Complaint:**

I took out a \$500 loan with this company on 12/08/2009, it is stated in the contract that the loan will be for a total of \$650. The truth in lending states: The amount you will have paid after you have made all payments as scheduled. is \$650.00. I made all promised payments of \$150, when the final payment of \$50 was to be processed, they took out another \$150. So I contacted this company and they say that it is in the contract that if you dont call 3 business days prior to payment that they keep charging you interest. It is clearly stated in my contract that \$650 is my truth in lending amount. So, I stopped payment on this amount. Today, 3/9/10, they presented amounts by check, one for \$175, and another for \$350. I never authorized a check payment for either one of these payments and now and I am overdrawn in my account because of it. I have read online, that there are more people dealing with the same problem from this company, and they need to be looked into, for their wrong misleading business practices.

**Consumer's Desired Resolution:**

I would like my money back. The loan was for \$500, with fee a total of \$650, and so far they managed to take out \$1125. I want my refund of \$475.

## **Business/Consumer Responses:**

# Exhibit 19

**Complaint ID #: 8009669**

## Business Information

**Integrity Advance LLC**

300 Creek View Road Suite 102  
Newark , DE 19711

-

**Business ID:** 32000124

NEW CASTLE

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## Consumer Information



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## Complaint Details

**Date Filed:** 10/16/2009

**Nature of the Complaint:** Sales Issues

**Consumer's Original Complaint:**

I had received a \$500.00 advance and was told my minimum payment was \$150.00 minimum payment to pay off the loan. I received this payment of \$500.00 on 07-30-09. I get paid bi-weekly and they deducted \$150.00 from my pay check on the following dates. 08-07-09,08-21-09,09-04-09, 09-18-09,10-02-09 and an additional \$200.00 was deducted from my account on 10-16-09. I called them asking why they were continuing to take money from my account when they charge \$30.00 per 100.00 you receive. This would make my payback \$150.00 for the 500.00 I borrowed which totals a payback of 650.00. I have paid them \$950.00 and they said I should have called in to make the payment and the \$150.00 they kept deducting was only a fee for keeping the loan open! Help me please I don't know what to do with this. This has got to be illegal. Please help me I have a family to support and can't just give my money away with nothing to show for it.

**Consumer's Desired Resolution:**

I would like to have this loan to be marked paid in full to say the least. It would be nice if they would refund the \$300.00 over the amount I thought I was paying for the loan.



## Business/Consumer Responses:

10/29/2009

[REDACTED]

I do not accept the response made by the business to resolve this complaint

Better Business Bureau:

I have reviewed the response made by the business in reference to complaint ID 8009669, and have determined that this does not resolve my complaint. For your reference, details of the offer I reviewed appear below.

[To assist us in bringing this matter to a close, we would like to know your view on the matter.]

I am not accepting of the fact that they didn't even send me a copy of the agreement nor make it clear they would be charging \$75.00 a week to keep this loan open! Once I figured out who they were (they had barged in while I was online filling out an application for "Care Credit" NOT Integrity advance. I think this is also criminal!) The next thing, I think I have the "Care Credit" application approved (when in fact it was Integrity Advance). I did not receive ANYTHING from them by e-mail as to the full content of the loan application or even anything with their name on it. I and I didn't even know their name until it was on my bank statement when they deposited the loan amount. The following Friday they took out \$150.00 and continued to do so Bi- weekly in which I thought it was the loan payment! Who on this earth can charge a person \$75.00 weekly to "Keep a loan open" without their knowledge? That is Criminal- theft!

I am sure I'm not the 1st to be TAKEN by this company. I think they should be completely shut down so they cannot take advantage of people and taking their money the way they are. No wonder the economy sucks! I can't even pay my normal bills because of this company. I'll bet they will be getting "BAILED OUT" by the government as soon as they can too! They are out to take all the money they can from the public and then sit back and laugh about it!

[REDACTED]

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# Exhibit 20

**Complaint ID #: 8887850**

## Business Information

**Integrity Advance LLC**

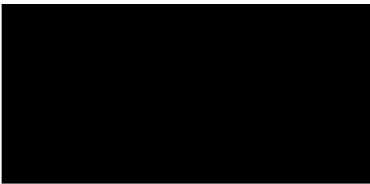
300 Creek View Road Suite 102  
Newark , DE 19711  
8005056073

**Business ID:** 32000124

NEW CASTLE

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## Consumer Information



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## Complaint Details

**Date Filed:** 1/20/2012

**Nature of the Complaint:** Billing or Collection Issues

**Consumer's Original Complaint:**

Borrowed \$500.00 with impression payback was \$650.00; before 4th payment (had paid \$450.00), I called to pay loan in entirety. Was informed that payoff was \$650.00 because previous payments were only finance charges. This is absurd and I don't believe it was explained at inception (had it been, I would not have taken loan)

**Consumer's Desired Resolution:**

Refund of \$450.00, this what would result in Integrity Advance receiving \$650.00 over the 4 month period (30% interest for 4 months), the truth in lending statement on their contract, page 2 clearly states in the Total of Payments section "The amount you will have paid after you have made all payments as scheduled \$650.00."; I believe this is pretty clear. Regardless of the outcome, anyone who does business with this (or any similar) company is foolish.

## **Business/Consumer Responses:**

# Exhibit 21

**Complaint ID #: 8514540**

## Business Information

**Integrity Advance LLC**

300 Creek View Road Suite 102  
Newark , DE 19711

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**Business ID:** 32000124

NEW CASTLE

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## Consumer Information



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## Complaint Details

**Date Filed:** 2/25/2011

**Nature of the Complaint:** Billing or Collection Issues

**Consumer's Original Complaint:**

I took out a loan from this company for \$500. After, \$600 after charges/fees. I spoke with a representative to make my payment arrangements. (4) payments of \$150. One week later, \$150 was deducted from my account. Then, another \$150 was deducted every 2 weeks for a month. After, the fourth payment of \$150, I assumed that the loan was paid in full, but 2 weeks later \$200 was deducted from my account. When, I called customer service to find out why I had been billed, they informed me that I still owed \$450 and all the money I had paid were only finance charges. \$600 in finance charges! For a \$600 loan. This means I was being charged a 50% finance fee per month. They told me that they automatically renewed my loan and now are going to continue charging me \$200 per month unless I pay \$450 in full. I would just like for them to stop taking money out of my account, Or should I say stealing!

**Consumer's Desired Resolution:**

The company to stop billing my account and \$235 repayment. I was only required to pay \$600 but have paid \$800. When they withdrew the last \$200 it caused my account to be overdrawn and I was charged \$35.

## **Business/Consumer Responses:**

# Exhibit 22



**Complaint ID #: 9191636**

## Business Information

**Integrity Advance LLC**

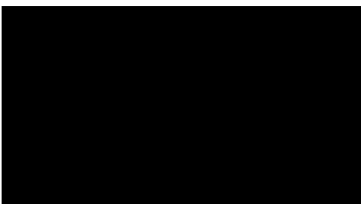
300 Creek View Road, Suite 102  
Newark, DE 19711  
8005056073

**Business ID:** 32000124

NEW CASTLE

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## Consumer Information



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## Complaint Details

**Date Filed:** 8/27/2012

**Nature of the Complaint:** Contract Issues

**Consumer's Original Complaint:**

I borrowed \$500 , the explanation on the website stated fees would be maximum \$30 per 100 borrowed. I assumed \$650 would be paid back. I was told that I would receive an email explaining everything and a copy of the contract. NEVER received anything, I emailed them numerous times, no answer. Every 2 weeks my account was being debited \$150. Once it hit \$750 total I was convinced it was paid. Then another \$200 comes out, causing a negative balance on my bank account and postponing my school registration as i could not pay it!! I called them and they basically said it ws only taking out interest and not paying toward my loan per the contract. When I stated I never received the contract, I was told that they say I was to contact them with in three days of the loan to change payment arrangements. I NEVER RECEIVED ANY INFORMATION!!!! I was emailing them constantly. I now have to pay \$585 to close this out. over \$1500 for a \$500 advance, REALLY??? I had that money a month ago, had I been given a copy of my contract I would have settled hundreds of dollars ago. RIDICULOUS This is just wrong to take advantage of people. Why give an email that says contact them only to have them ignore you and basically steal money from your account!!

**Consumer's Desired Resolution:**

I want my \$37 dollars in overdraft fees, and I want my \$585 back, I feel the \$950 that they took out

should be sufficient in paying their fees. I truly only owed \$650!! I will settle with them for the total amount of \$682 to be paid back to me

## **Business/Consumer Responses:**

# Exhibit 23

**Complaint ID #: 8239148**

## Business Information

**Integrity Advance LLC**

300 Creek View Road Suite 102  
Newark , DE 19711

**Business ID:** 32000124

-

NEW CASTLE

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## Consumer Information



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## Complaint Details

**Date Filed:** 7/18/2010

**Nature of the Complaint:** Billing or Collection Issues

**Consumer's Original Complaint:**

This company is providing payday loans via the internet. Through research I have found that the payday loans provided by this company to Alabama residents do not follow Alabama laws and, as such, are illegal loans in Alabama. This company is not licensed in Alabama to provide payday loans to Alabama residents. Alabama residents are bound by the laws of Alabama with regard to such loans. I have a payday loan with this company for 700 for which I have already paid them 854, resulting in an overpayment of 154, as I am legally obligated to only pay them the 700 in principal. I sent a letter to this company revoking any ACH authorization and rescinding any wage assignment I may have given them, requested a refund of the 154 overpayment and a letter indicating that my account is considered closed and paid in full. To date, I have not received a response and on 7/15/2010 this company illegally attempted to debit my bank account for another 206, even though they received timely revocation of any ACH authorization AND I have LEGALLY overpaid them for the funds I received from them! I would like a written response from this company regarding my letter, specifically indicating that they will honor the requests made in my letter of 7/10/2010, that they will communicate only with me on this matter and only in writing, as requested, and I demand that they provide a refund of the 154 overpayment and a letter indicating that the account is closed and paid in full.

**Consumer's Desired Resolution:**

I would like a written response from this company regarding my letter, specifically indicating that they will honor the requests made in my letter of 7/10/2010, that they will communicate only with me on this matter and only in writing, as requested, and I demand that they provide a refund of the 154 overpayment and a letter indicating that the account is closed and paid in full.

## **Business/Consumer Responses:**

# Exhibit 24



**Complaint ID #: 8152337**

## Business Information

**Integrity Advance LLC**

300 Creek View Road Suite 102  
Newark , DE 19711

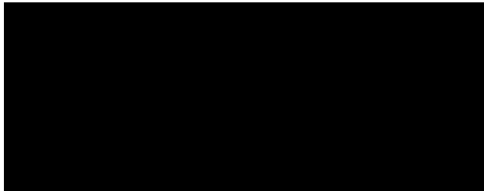
-

**Business ID:** 32000124

NEW CASTLE

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## Consumer Information



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## Complaint Details

**Date Filed:** 4/7/2010

**Nature of the Complaint:** Billing or Collection Issues

**Consumer's Original Complaint:**

I contacted Integrity Advance LLC on 11/18/09 for a cash advance loan of \$500. I paid \$150.00 every two weeks until 1/22/10 for a total of \$750. I called them on 1/22 after they had charged me \$250 in fees to determine why I was still being charged as the original paperwork I remembered seeing online said a payment of \$625-650 total (can't remember exact amt). They said I still owed them over \$600 because their contract keeps refreshing your loan if you don't set up full payment in the first 3 days of receiving the money. Having not realized this initially, I felt like my hands were tied as I could not afford another \$600. Since I had already paid back the \$500 and then some...and was also charged \$560 in overdraft charges as a result of me not knowing Integrity was still taking money every 2 weeks...and I had tried to resolve this with them...I contacted my bank and had them stop any payment requests from Integrity. On 4/1/10, Integrity submitted 3 unauthorized checks to my bank ([REDACTED]..also my employer)for a total of \$955. Their checks also caused an additional \$210 in overdraft charges. I have filed a complaint through [REDACTED], but have not received my money back. Integrity Advance has wiped out my savings, put in an extreme financial risk, and have made me feel like less than a person. I contacted them on 4/2 and their offices were closed for the day. I contacted them on 4/7 and talked with billing who said I was now paid in full. I want to know how this isn't considered illegal that they just took \$1705 for an original loan of \$500?

I would also like to know how I can/if I can get back the \$955 they just took from my account?  
Please stop this! Sincerely, [REDACTED]

**Consumer's Desired Resolution:**

I would like a refund on the \$955 I paid on 4/1/2010. I had already paid them \$750 for services rendered on an original loan of \$500. This is robbery!

## **Business/Consumer Responses:**

# Exhibit 25

**Complaint ID #: 8017260**

## Business Information

**Integrity Advance LLC**

300 Creek View Road Suite 102  
Newark , DE 19711

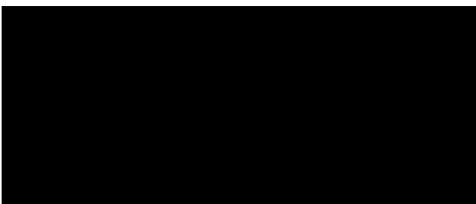
-

**Business ID:** 32000124

NEW CASTLE

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## Consumer Information



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## Complaint Details

**Date Filed:** 10/26/2009

**Nature of the Complaint:** Contract Issues

**Consumer's Original Complaint:**

Back in May I contacted this company for a cash advance in the amount of \$500. At the time the application was set up a customer service rep advised me that someone would contact me when my advance was paid in full to see if i wanted to keep the account open or if i would like to close it. I was also under the impression that i would get monthly reminders stating when payments would be taken out and the balance of my account. I never received anything from this company. To date the company has taken over \$1400 from my bank account for a \$500 loan. I called back in Sept to have them cancel the service. They proceeded to tell me that they will not cancel it until the balance was paid in full. Even thou I already paid over \$1400 for the \$500 advance.I called them today 10/16/09 because they took out \$490 from my account after i stopped payment from my account. They sent a check thru my account which i never authorized. This is a very shady company with very rude employees that do not want to help you out at all. they lie to you just so they can get your business. I sent a 2nd request to cancel my account and want a reimbursent but they are fighting it and saying they will not do anything becasue i singed a contract. I feel the debit has and was paid off a long time ago and the company shoudl not be so shady and take the \$490 that was taken from my account. I feel they should refund that to me. I am getting no where with this company. My bank is going to file a fraud account against them. I dont think they should be doing business they way they are. I live in CA and what they are doing would never fly in CA.

**Consumer's Desired Resolution:**

I would like my account closed and a the \$490 back. I would also like them to know it is not right the way they are doing business

## **Business/Consumer Responses:**

# Exhibit 26



**Complaint ID #: 8072122**

## Business Information

**Integrity Advance LLC**

300 Creek View Road Suite 102  
Newark , DE 19711

-

**Business ID:** 32000124

NEW CASTLE

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## Consumer Information



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## Complaint Details

**Date Filed:** 1/6/2010

**Nature of the Complaint:** Billing or Collection Issues

**Consumer's Original Complaint:**

I took out a cash advance from Integrity Advance, LLC. It was explained that I was borrowing \$500.00 and at \$150.00 a month for a total of \$650.00 I would have this cash advance paid off. Now Integrity Advance is stating that the \$650.00 I have already paid is only the finance charge and I have not paid any toward principal and my next pay day which is Jan. 15th they will be taking out \$250.00 and then the money will start being applied toward principal. This means I am paying Integrity Advance back \$1300.00 for borrowing \$500.00. This is predatory lending at it's worst. Their APR states 99.45% which this is not annual they are figuring it monthly not over a 12 month period. This has been a real financial upset and I have stopped the automatic debits not to come out of my account from this company any longer but unfortunately my Credit Union states they have ways of getting around by using a check number which I have never given them a check number. Please have this company investigated as I have already reported them to the Federal Trade commission.

**Consumer's Desired Resolution:**

That the Integrity Advance, LLC is noted as a predatory lender and is cheating people in an already terrible economy.

## **Business/Consumer Responses:**

# Exhibit 27

**Complaint ID #: 7875089**

## Business Information

**Integrity Advance LLC**

300 Creek View Road Suite 102  
Newark , DE 19711  
8005056073

**Business ID:** 32000124

NEW CASTLE

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## Consumer Information



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## Complaint Details

**Date Filed:** 5/29/2009

**Nature of the Complaint:** Billing or Collection Issues

**Consumer's Original Complaint:**

At the time of acquiring the loan (Jan 15, 2009), repayment terms were not clearly explained nor was the total number of payments. I was lead me to believe that a \$90 dollar debit would occur as my loan payment and the total amount of the loan would be \$390. Beginning on Jan 26 money (\$90) was withdrawn from my account and continued every two weeks after that for what I believed was the loan payment. There were two large unauthorized deductions on April 6 for \$140 and on April 20 for \$125 which caused me to call and inquire about the initial \$300 loan agreement. They were only authorized to debit \$90. I was informed that, I was supposed to call the company and tell them I wanted to start repaying the loan and that the \$90 dollars was the finance charge to keep the account open and it continues to debit the \$90 up to a certain point. I stated, "that was not what I was told when I received the loan". If that was made clear in the beginning, I would have gone through the procedures to repay without being charged their finance fee. I was also told that I still owed \$200 to pay off the loan. A total of \$715 had been debited from my account by then for the \$300 loan. The following day, I put a stop payment on my account to prevent any more ACH payments. On 5/20/09, two additional unauthorized electronic withdrawals were made from my account for \$195 and \$135 bringing the total debited from my account to \$1,045 for a \$300 dollar loan. I now have to close my checking account because this company has many was to electronically debit my account. This company's practices are predatory and misleading. I live in the state of

Maryland and have just found out that their practices are illegal in this state. I will also file a complaint with the Maryland Commissioner of Financial Regulation and the Maryland State Attorney's office. I am owed a refund of \$750 and notification that my loan is paid in full. Thank you for your assistance, [REDACTED]

**Consumer's Desired Resolution:**

I am owed a refund of \$750 and written notification that my loan is paid in full.

## **Business/Consumer Responses:**

# Exhibit 28

**Complaint ID #: 8122204**

## Business Information

**Integrity Advance LLC**

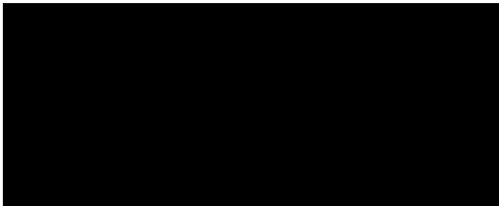
300 Creek View Road Suite 102  
Newark , DE 19711  
8005056073

**Business ID:** 32000124

NEW CASTLE

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## Consumer Information



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## Complaint Details

**Date Filed:** 3/4/2010

**Nature of the Complaint:** Contract Issues

**Consumer's Original Complaint:**

I took out a loan for \$400 with Integrity Advance, LLC thinking the company was legal. They have debited my checking account as of today March 4, 2010 \$1,090.00 which is far above the legal limit in the State of Alabama. I placed a stop payment on the account for debits and they submitted an electronic check that was not authorized for payment. I have filed with the Attorney General's Office, the FTC and now the BBB. This company is not licensed in the State of Alabama.

**Consumer's Desired Resolution:**

My desired outcome is for this company to discontinue withdrawing from my bank account and refund me the \$520.00 that was over paid.



## **Business/Consumer Responses:**

# Exhibit 29

**Complaint ID #: 8834653**

## Business Information

**Integrity Advance LLC**

300 Creek View Road Suite 102  
Newark , DE 19711  
8005056073

**Business ID:** 32000124

NEW CASTLE

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## Consumer Information



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## Complaint Details

**Date Filed:** 12/3/2011

**Nature of the Complaint:** Billing or Collection Issues

**Consumer's Original Complaint:**

I had applied for a payday loan in August 2011 for \$500.00, integrity has been taking out \$120.00 dollars every two weeks since August. As of today, they are still taking money out of my bank account. I have called several times to pay off my debt but I was told I must go through the integrity website and request to pay off my debt. I called several times stating the website only allows the customer to access if they have an active loan. The website we must call the customer service for further information. I was told by one representative that he would email me some paperwork related to paying off my debt and he never did. I have now placed a block on my account and possibly may close my bank account because of they continue to take money out of my account which is putting me in a financial situation. I would like that have my account as paid, I have paid over \$1000.00 for a \$ 500.00 loan.

**Consumer's Desired Resolution:**

Please have my loan as paid..I made every attempt to pay off this debt immediately and I was met with resistance by your representative. This has put me in a financial strain

## **Business/Consumer Responses:**

# Exhibit 30

**Complaint ID #: 8690921**

## Business Information

**Integrity PDL Services, LLC**  
300 Creek View Road Suite 102  
Newark , DE 19711  
8775624980

**Business ID:** 32000124

NEW CASTLE

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## Consumer Information



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## Complaint Details

**Date Filed:** 8/3/2011

**Nature of the Complaint:** Contract Issues

**Consumer's Original Complaint:**

A couple of months ago I was trying to apply for a loan online. I tried several different websites, then afterwards I decided not to follow through with the loan. Out of no where there was a direct deposit in my bank account for \$500 from Integrity. At the time I wasn't even sure where the money came from or who Integrity was. Every 2 weeks afterwards there was \$150 that was taken out of my account and went back to Integrity. I have applied for a loan online before several years ago from a different company, and after it was approved I had to come in and sign a lot of paperwork and show proof of having a job. I never got any emails from Integrity and I never had to sign anything or show proof of having a job. I went to Integrity's website(<http://www.integritypayday.com>) and I couldn't find a "terms and conditions" contract anywhere that explains how much interest you are charged and when you have to pay it or how long you have to pay it off. They were just accessing my account without my permission. They took a total of \$750 out of my account before I went to my bank to put a stop payment on them. I explained what had happened and they said I should dispute these payments that are going to them. My bank let me dispute \$450. My bank also went back and forth with Integrity for the dispute. I don't what happened, but without getting any notification from my bank or Integrity, my bank just authorized a check of \$650 taken out of my account and sent it to Integrity. So they took a total of \$950 out of my account without my permission for a \$500 loan that I never even followed through

with and shouldn't have happened. I never had to sign any paper work and wasn't shown any contract or rules for taking a loan out with them. The few rules on their website are vague and don't explain much. I don't even care about the full \$950, they can keep the \$500 that was initially the loan, but I want the \$450 extra that they took from me.

**Consumer's Desired Resolution:**

Integrity PDL Services took from me a total of \$950 without my permission. \$500 of that was the loan that I never even authorized and signed for in the first place. I want back the additional \$450 that they took out my account.

## **Business/Consumer Responses:**



# Exhibit 31

# Procedures Manual

**Last Update 05/14/2010**

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## **VI. Reactivations**

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## **VII. What to say in the Event of...?**

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## **VIII. Collection Process**

## I. Scripts: Phone Calls and Emails

We will be calling our customers for various reasons. In order to conduct business effectively, efficiently, and legally there are things we can, and things we can't, and things we must say on the phone.

We will be calling them for the following reasons:

- ❖ Soliciting them for a payday loan
- ❖ Explaining the process and answering their questions

The customer service and reactivation department will have a list of customers to call. They will be selling them on the idea of getting a payday loan from us. When making these calls we will be using a script.

### A. The following script is used when speaking to a customer to complete their E-Signature:

*-“Hi, this is \_\_\_\_\_ calling from Iadvancecash.com the reason for my call today is that we received your online application and in order to get the funds in your account tomorrow I wanted to know if you need help completing your e-signature?”*

If the response from the customer is yes, then you say:

*-“We will need you to have access to a computer. If the customer does then you will instruct the customer to type in their browser bar www.iadvancecash.com. Go to the login page the user name will be your email address and password is your social security number. At this time you are requested to select your own user name and password. Please type your name and I agree and hit the submit button. Thank you for completing your signature I can begin the verification process at this time.*

### B. When leaving a message on their personal voice mail:

*Hi this \_\_\_\_\_ from Iadvancecash.com. I am calling to see if you need assistance completing your e-signature. Please go to www.iadvancecash.com. Go to the login page the user name will be your email address and password is your social security number. At this time you are requested to select your own user name and password. Please type your name and I agree and hit the submit button. Once you have completed this signature please call us back at 888-408-4394 for processing. Thank you for choosing iadvancecash.com.*

It is extremely important to remember that you will deliver the first impression from our company. Be pleasant and remember to use proper phone etiquette.

### C. When sending a personal email

Always make sure to surround the subject with all sort of positive affirmations, the “*we look forward to hear back from you*” gives out the idea of a sure relationship being built up ahead.

Write short and easy messages to read. The goal is not to be an inconvenience but to help the customer.

## II.

### A. When an application is withdrawn.

There are times when an application is placed in a withdrawn status...

The reasons are:

- The customers have requested not to be called any longer and are not interested in using the service.
- When a lead is three days old and the application has been exhausted with emails and calls have been made to the customer's home and work number.
- It is important to get the reason why the customer is canceling. This information is useful for many reasons. The reason for canceling are as follows:
  1. Need More Money (We may evaluate for future loans a higher amount)
  2. Fee Too High (They may qualify for another product we may offer)
  3. Need Money Today (We seek ways of getting the funds to the customer quicker)
  4. Just applied to see if they would be approved.
  5. Not able to discuss the reason at this time.
  6. Just not interested.
  7. System automatically withdrew the application after 4 days.

## III. Loan Requirements

New customers will apply on the web and complete their application online. We will receive their application through a lead provider. There are certain requirements an applicant must meet.

The loan requirements are:

- A) Steady Source Of Income-** A steady source of income is money earned from a job where they are paid by the hour or receive an annual salary. All sources of income can be confirmed through pay stubs and bank statements if necessary.

A pay stub is a document that the employer gives to the worker each time that they get paid from their job. We need to see this to verify that they are still working if verification over the phone is not able to be performed. We require that the pay stub be the most recent and not to be no older than 30 days.

**B) Net income of at least \$1000 per month.**

This criteria requires the customer to make at least \$1000 per month after taxes.

**C) Must be paid bi-weekly or semi-monthly pay frequencies only.**

This means that bi-weekly customers are paid specific days of the week. Example: Receives their pay every other Friday. Semi-monthly customers are paid specific dates of the month. Example: Receives their pay 15<sup>th</sup> and last business day of every month.

**D) Have a checking account in their name.**

This means that they must have an open checking account that is in good standing at the bank.

**E) Have direct deposit of their pay-check to their checking account.**

We require the customer to have direct deposit of their pay check to their checking account that they submitted to us when they applied in order to receive funds from us.

**F) Be able to be contacted by telephone up to 9PM.**

This means that we should be able to call the customer at their home or work up to 9PM customer's time.

**G) Be 18 years of Age.**

In order for us to legally loan a customer this money, they must be at least 18 years of age. There is no upper limit to how old they can be to get a loan.

## IV. Verification Process of New Applications

### A. Golden Rules:

- The fee is based on \$30 per every \$100 that is borrowed.
- We do not process applications for:
  - Self-employed
  - Unemployed
  - Public Assistance
  - Customer's paid weekly
  - Customer's paid monthly
  - Customer's that don't receive direct deposit of their pay check to their checking account.
- Complete any pertinent information of the application if left blank such as: Supervisor's name, position at work, credit or debit card number if applicable, and any additional numbers they haven't supplied like cell phone.
- Check the applicant's birth date that they are 18 years of age.
- There maybe times when it is necessary to figure out the customers net monthly income. When calculating the income you do not want to include overtime or commission.

To correctly calculate net income for various pay frequencies are as follows:

#### **Weekly**

Net pay X 52 weeks divided by 12 = net monthly income.

#### **Bi weekly**

Net pay X 26 pays divided by 12 = net monthly income.

#### **Semi Monthly**

Net pay X 2 pays= net monthly income.

#### **Monthly**

Net pay X 1= net monthly income.

- Call the applicants work number to verify that the customer is employed and that they can be reached at that number. Cell phone numbers are not acceptable work numbers alone. If provided a cell phone number verification with the customers Human Resources department or Payroll Company is necessary. If you are confident it is a work number requesting to speak to the customer is verification enough. When in doubt request the applicant to fax over their most recent paystub. Make sure to update a work extension or direct number to the customer's desk.
- Request an additional email address from the customer.

- Call home number to verify that it is a working number provided. If someone answers ask for the customer to make sure they live there. Sometimes the person will say they do not live there. Ask for a cell phone number for an additional contact number.
- Make sure references are in different households; you cannot have two references with the same phone number.
- If the application is denied you must notate the reason for denial. A denial email must be sent.

## B. Approval

When you call the customer the first thing you want to tell them is the amount they are eligible for and what their fee will be.

You will now need to confirm how often the customer is paid. Make sure he understands the difference between semi monthly and biweekly.

- ✓ **Semi monthly** – Are customers who are paid on specific dates of the month. Ex: 15<sup>th</sup> and 30<sup>th</sup>.
- ✓ **Bi weekly**- Are customers who paid on specific days of the month. Ex. Every other Friday.
- ✓ **Holidays and Weekends**- Ask the customer if their payday falls on a holiday or weekend would they get paid the day before or day after.

Confirm when their next payday is.

- A customer can **never** be due on Saturday, Sunday, or a bank holiday.
- The customer has to have the money for no less than 8 days and no more than 23 days to their first due date.

## Loan Fee and Script

-“At this time I would like to let you know that you have been approved for a loan amount of \_\_\_\_\_. The finance charge is \_\_\_\_\_ dollars for every \$100 borrowed. This means that on \_\_\_\_\_ you will owe a total of \_\_\_\_\_”.

-“For your convenience, we will not withdraw the whole amount on your payday. Instead, we will automatically refinance the loan for four pay periods, unless you instruct us otherwise. This means that on \_\_\_\_\_ we will only withdraw the finance charge of \_\_\_\_\_. You will still owe the original loan amount of \$\_\_\_\_\_ along with the finance charge of \_\_\_\_\_”.

-“If you choose to continue with this process for four pay periods, on the fifth pay date we will withdraw an additional \$50 along with the finance charge of \_\_\_\_\_. The \$50 will go toward your loan amount, bringing your new loan amount to \_\_\_\_\_ and your new finance charge to \_\_\_\_\_. This will continue until the loan is paid in full.



*-“If you prefer to pay all or part of the loan amount, rather than accept the automatic refinancing, please call at least three days before your loan is due. The number is **888-000-000**.*

**Once you have completed the necessary verification steps then click save. At this point the loan status will be changed from pending to funded if it passes the Decision Engine.**

## **V. Payment Arrangements**

- When a customer calls to make a payment, make sure to verify their name and social security number.
- Customers may refinance their loan for four consecutive paydays on the fifth one a payment on the principal must begin with at least \$50. This process will repeat itself for the life of the loan or until they notify us to do otherwise. Customers who follow this option are not required to contact us or fax any documents.
- If a customer chooses to pay down before their scheduled refinance they must contact us three days prior to their due date. We will need to know how much they want to pay on their principal in \$50 increments.
- If a customer chooses to payout they must contact us no later than 3:00 pm one business day before the customer is due.
- Customers are explained their payment options at the time of their approval. They also sign an acknowledgement of understanding the payment options at the time of their loan approval.

The system will automatically send curiosity reminders to the customer for each pay date when there is an upcoming payment for what is due at that time period, wither it maybe the minimum payment of the finance fee, or if the customer called prior to their due date making a pay down or a pay in full request via- email until the loan is paid in full.

## VI. Reactivations

- When a customer calls to reactivate their account make sure the customer's personal, employment, and banking information are the same. If anything has changed you will need to fill out a customer change form. Never change any information in the computer.
- Make sure it has been three full business days since the customer has paid off their last loan. They may receive the funds in their checking account on the fifth business day.
- Always check to make sure the customer has a zero balance.
- Always read all notes in the notes section. There may be a note saying they may never re-borrow again or that information needs to be updated.
- If a customer had a return on their last advance they will only be eligible for \$200 provided that their previous account history is good. Customers who previously had returns are not always eligible to receive funds. You must read all notes thoroughly and review history. (Always review all customer flags before processing.)
- Customers will qualify for the following when reactivating :
  - First loan amount approved \$300.00 therefore the second loan (reactivation) qualifies for \$500.00
  - First loan amount approved \$400.00 therefore the second loan (reactivation) qualifies for \$600.00
  - First loan amount approved \$500.00 therefore the second loan (reactivation) qualifies for \$600.00

\*After \$600.00 – customer is eligible to move up in \$100.00 increments.\*

\*Send the customer to our website at [www.iadvancecash.com](http://www.iadvancecash.com) to apply for another advance when re-borrowing with our service\*

**Advise the customer to log-in with their e-mail and password. Click here to apply for a new loan. They will be presented with a small application. Once they do so they will see a request for their next two pay dates, then their banking information will display at this time on the application, their primary phone number can be edited if needed along with a secondary phone number and their pay frequency. After updating they may click continue and then a full application will be displayed (read only) the terms and conditions will be displayed then**

**they can click submit. (Data will be sent to decision engine) the approval amount will appear and then they will be prompted to e-sign their documents.**

Without a bank statement, customer must wait three business days to apply on web.

**PIF ON MONDAY — DEPOSIT ON THURSDAY**

**PIF ON TUESDAY— DEPOSIT ON FRIDAY**

**PIF ON WEDNESDAY — DEPOSIT ON MONDAY**

**PIF ON THURSDAY— DEPOSIT ON TUESDAY**

**PIF ON FRIDAY –DEPOSIT ON WEDNESDAY**

- When you are not able to confirm employment due to the job the customer maybe informed to fax a paystub and/or letter to confirm they are paid and still employed. For example: If the customer works in a school district during the summer vacation time.

## VII. What to Say in the Event of...?

- Bank Changes- We must fax or e-mail the customer a blank “authorization form” to fax back to customer service and then forward it to the correct department to make the bank information change. (ALWAYS NOTATE ACCOUNT)
- Name Changes- Customer must fax or e-mail the divorce decree, or marriage certificate, or court papers to show proof of new name then forward it to the correct department to make the name information change. (ALWAYS NOTATE ACCOUNT)
- Social security number change – Customer must fax or e-mail us “social security card” to show correct social then forward it to the correct department to make the social security change. (ALWAYS NOTATE ACCOUNT)
- Employment change- Customer service rep may update the information without any further paperwork. (ALWAYS NOTATE ACCOUNT)
- Pay cycle change - Customer service rep may update the information without any further paperwork. (ALWAYS NOTATE ACCOUNT)

\*Sharing customers information with another person is not allowed unless we have written and signed consent from the customer with a copy of a valid id with picture and signature giving us permission on who we can speak to about their account.\*

- A) Customers will call in to say **the money has not hit their account yet**. The first step is to verify the customers ABA and account number. If we have the correct numbers let them know the money has up to 7:00pm to hit their account. If they are checking the automated system it is not always updated at their bank. They need to speak to a customer service representative at their bank in the ach department to confirm the customer is using the correct account and routing number.
- B) If we have **wrong account information**, check to see if we received a return. If we did not get a return yet you must call the customer’s ACH department at the bank to see if they can match it up to the customers account or if they are returning the money to us. Always get the name of the person you are speaking with. If they are returning the money make sure to notate the account, include the number and name of the person who you spoke with. We can resend the funds once we receive the return from their bank.
- C) **I already have a loan with someone else will this affect me getting a loan with you?**  
Absolutely not, we offer a very flexible loan program.
- D) ***Where are your operations located?***  
Brandywine Corporate Center  
650 Naamans Road Suite 300  
Claymont, DE 19703

*E) What is the cost for a loan?*

It is our policy not to disclose cost information until you apply for a loan. We provide that information in the loan packet. Should you decide you do not wish to take the loan; you are under no obligation to do so.

*F) I am self-employed. Can I still get a loan?*

Unfortunately at the moment we are not giving out loans to self employed people do to the fact that even if their checking accounts show continuous deposits the income per say will not be a steady one. Our requirements clearly specify that you must have a steady income.

## VIII. Collections Process

### *Recoveries Department*

## **COLLECTIONS POLICY AND PROCEDURE MANUAL**

### **1.0 Standard Collection Procedures:**

- All collectors must follow these policies and procedures to ensure that our company's compliance standards are met and there is consistency within our department.
- Collector's goals should be to make 150 to 200 calls per day leaving messages on work and home voicemails if no direct contact is made.
- The Recoveries Department will work all accounts for 90 days. After 90 days, if there are no reasonable arrangements on the account the customer's account is to be assigned to Langhorne Law.\*This may be to a Collectors discretion based on existing aggressive activity such as "Last Chance" or "Fraud" letters being sent and receiving responses back etc.
- Third party Collection Agency will work accounts starting on the 91<sup>st</sup> day until all collections efforts have been exhausted.
- Any and all customers who have filed or state they are in the process of filing bankruptcy, must be handled as follows:

\*Customers who provide valid case numbers, filing dates, attorney information, and/or can be verified in ***Accurint*** are to be assigned to the appropriated Bankruptcy filter, along with details documented in the account notes.

\*Customers who **cannot** provide valid information and just verbally state bankruptcy has been or will be filed are to be handled with normal business proceedings. Accounts are to be worked and set up until valid information is provided or received in writing.

### **2.0 Collector Assignments**

**Note:** Each collector will work from daily assigned accounts distributed into the file by the Collections Manager and or Collections Supervisor.

### **Procedures:**

1. The collections manager or supervisor will distribute “New” Collection accounts to each collector on a daily basis.
  2. Each collector will work all of his or her assigned accounts.
  3. Upon receipt of the daily “New” assigned accounts, each collector will work on those accounts as their first priority. (AKA “First Returns”)
  4. **Every action and/or attempt, message, or customer contact, such as no answer, payment promised, wrong number, etc., performed by the collector on any account must be documented in the account notes.**
  5. Every account worked will produce a new “Follow up Date” and should be updated accordingly.
- Every collection account will be worked on a professional, persistent, and consistent basis.

### **3.0 RETURN & FOLLOW-UP PROCEDURES**

**Note: All returned ACH payments should be rescheduled to pull on the Customer’s next pay date if no arrangements are made. Set up as *ACH Sneak* if no contact is made, otherwise set up as *ACH* (Or set up as *Western Union, Credit Card* etc... If Applicable)**

**\*Always refer to all most recent Memos for any ACH pull updates.**

#### **Procedures:**

1. When collector arrives in the morning they should start working on accounts from 0 to 10 days delinquent in “Days ascending” order, so that they are working on the more recent returns. Next, the collector should work the 10 to 20 days past due accounts, and then work the 20 to 30 days delinquent accounts, and the 30 to 40 days delinquent accounts until reaching 60 days. Collectors should all work this process on a daily basis.
2. Upon receipt of the daily “New” assigned accounts, each collector will work these accounts as priority and may resume working in their files accordingly.
3. If arrangements are made with these customers, the accounts should be noted and a “Follow up Date” entered. Be sure arrangements are documented clearly and payments are set up in the payment arrangement fields for ACH, Money Gram, Credit Cards, and/or all forms of payments. All payments should be enforced to be paid via **ACH** pull on first returns.



4. If no arrangements are made, the collector will schedule the next ACH debit on customer's next payday and noted in the account as: \$\_\_\_ **deducted on** \_\_\_, *Refi Sneak* for first returns. The past due finance fee, \$30.00 return fee, and the current due finance fee will all be deducted.

**Although, for a first return the \*Recoveries department will only schedule what's past due; the amount noted should reflect the total amount being pulled.**

**\*\*Second returns are to be noted as *Full Sneaks* and third plus returns as *Final Sneaks*, both have full balance deductions being set up in the Recoveries department\*\***

#### **4.0 Customer's Pay Day Frequency**

**Note: All accounts will be worked according to the following Pay Day frequency schedules.**

##### **Procedures:**

1. Each collector will work every account in a matter that's consistent with dates and actions for the frequency of the customer's pay date.
2. Each customer account with a pay date of weekly, bi-weekly, semi-monthly and monthly will be worked according to the applicable flow chart as follows:
  - All weekly pay date accounts are to be scheduled as bi-weekly accounts.
  - All paper check accounts are to be set up for the business day following the actual pay date.

\*If the pay date falls on a weekend the payment should be set up for the Friday prior, unless otherwise documented in the notes (per contract)\*.

\*If the pay date falls on a holiday the payment should be set up for the next business day.

3. Calculating Calendar dates for setting up ACH payments and to avoid missing the upcoming pay dates can be done as follows **in addition to** procedures (listed in Section 3.0, item number one):

**\*Starting with the pay date that the payment is to be pulled, you will count backwards beginning with day 14 to the date it actually is on the calendar that you are physically working.**

*Example: If the Customer's next date is on Friday the 20<sup>th</sup>, and you are working on a Monday the 16<sup>th</sup>, you will be working on accounts under DAY 10. This information will be entered on the TranDotCom "Collections Search" screen in the "Days in Collections" "From: & to:" fields as 10 to 10...*

\*If any further clarification is needed you must verify with a Team Lead, Supervisor or Management that you are calculating your dates correctly.

## **5.0 Collector's Consistent Call Procedures**

**Note:** Each account is to be called *and* contacted via email on a consistent, systematic basis, in a professional manner.

### **Procedures:**

#### **1) PRIOR TO THE CALL...**

##### **A) Collector should review customer information screen and determine:**

- Employer name
- Payday frequency
- Whether customer has direct or non-direct deposit
- Any bad phone numbers that may require skip tracing

##### **B) Collector should review all information further and also determine:**

- Customer's next pay date
- Identify previous ACH returns
- The finance fee amount that is due and the \$30.00 return fee amount that is due. The third finance and return fees are to be waived and adjusted properly as reviewed in training.
- Collector should identify the principle amount that is due now if the principle is currently past due. You should know also the **total dollar** amount that is currently due on the customer's account.

##### **C) Collector should review *ALL* previous Collection Notes and History Screens to ensure that your knowledge is up to date and accurate.**

#### **2) MAKING THE CALL...**

- A) If the collector receives: no answer, disconnected number or a wrong number, collector should immediately search for a good number and try again. Use accurint as your skip trace method.**

- B)** If the collector makes contact with an answering machine, the collector should leave a voice mail message and follow-up with another call within 24 hours. The work phone should always be called first and the home phone second. **No contact emails should always be sent as well.**

## **5.0 Collector's Consistent Call Procedures: Continued...**

- C)** If the collector makes contact with a voice mail, they should attempt to talk to a live person and leave a message with them. If voicemail cannot be avoided then leave a message and follow-up with another call within 24 hours.
- D)** If the collector makes contact with a person other than the customer, the collector should try to make an attempt to get that person to locate the customer and get them on the phone. If unsuccessful, attempt to get that person's name and leave a message for the customer. Collectors should follow-up with another call within 24 hours.
- E)** When leaving messages on home answering machines or with a live person information disclosed should be limited to our Company's name, your name, and our phone number including your extension. Unless given authorization from the customer their pay day loan is not to be mentioned, nor discussed with a third party (including spouses).
- F)** If the collector makes contact with the customer a good faith payment should always be pitched and/or reasonable payment arrangements must be made to include:
- The past due finance fee and \$30.00 return fee, along with the next finance fee due all no later than the next pay date.
  - Collectors should always refer to the dialog scripts and all current memos for guidelines, rebuttal assistance, arrangement flexibility, etc.
  - All telephone numbers should also be confirmed with the customer.
- G)** The collector must document clear, detailed notes on every call for messages and customer contact. Particular attention is to be paid to updating accounts with your name on all loan lines as reviewed in training and updating follow up dates to coincide with arrangements made with the customer.
- H)** Be sure progressive emails are being sent along with calls that result in no contact or broken promises accordingly: **No Contact Emails** for 1<sup>st</sup> calls/ Refi Sneaks, **Broken Promise Emails** for 2<sup>nd</sup> calls/ Full Sneaks, and **Last Chance or Fraud Emails** for 3<sup>rd</sup> calls/ Final Sneaks and beyond when necessary.

## **6.0 Handling of All Return Codes**

**Note: Collectors should always try to put the customer's account back to being active in our system. Collectors should also be familiar with our return codes used in Transdotcom. Codes can be found on the Return Codes document given in training.**

**Insufficient Funds Procedures:**

**A) When an account has a return code due to insufficient funds the Collectors should do the following:**

- 1) Contact that customer immediately especially if this is a "First Return" closed accounts by calling them at both home and work.
- 2) If no contact is made "No Contact" email must be sent and the collector must reschedule the past due finance fee and the \$30.00 Return fee to be pulled on customer's next payday. The follow up date should also be reset to follow that day.
- 3) If contact is made and customer refuses to let us go back into their bank account, it must be stressed to customer that they **cannot** use this service again. Collectors must have customer get a letter from their bank stating that their account is overdrawn to avoid paying via ACH. Collector must make reasonable payment arrangements by paying via Credit Card, Western Union, or lastly, money order. Collectors should send emails to customers confirming payment arrangements made in addition to setting follow ups in Microsoft Outlook. Also, if a customer needs to pay in more than two payments documentation should be on file if possible. If they need three or more payments approval should be received from a supervisor or a manager.
- 4) If customer's payment is returned after the 2<sup>nd</sup> or 3<sup>rd</sup> ACH attempt a good faith payment must be pitched as urgent to qualify the account to be set up on an arrangement. This will stress urgency to customers.
- 5) Collectors should always strive to obtain good faith payments as to customer's first payment leaving them due with just one additional payment to satisfy the balance in full.

***Now and Next theory!***

**6.0 Handling of All Return Codes Continued...**

**(a) When an account returns past one time with Insufficient Funds:**

1. Repeat the same procedures listed above. Send out emails, faxes and/ or letters accordingly.

**(b) If payments continue to return via Insufficient Funds or otherwise:**

- 1) Continue with the same procedures listed above and send out any appropriate final/ fraud letters. Also be sure all ACH sneaks at this stage of delinquency are broken down in their smallest terms and in accordance with customer's pay date schedules.
- 2) This process we continue until account has been worked for 60 days, or to your discretion based on any responses.
- 3) It is also imperative that all contact attempts via phone and written correspondence are conducted in a progressive manner.

**B) Bank Account Closed Procedures:**

- 1) If no contact is made a full sneak is to be set up and email sent.
- 2) If contact is made, and the account is in fact closed, you must request the customer to provide new checking account information by faxing or emailing a new ACH authorization form to be completed and returned with a voided check attached. If the customer insists that their bank account is open, customer must fax over a letter from their bank stating that the bank account is open. You will then schedule payment to be pulled on customer's next pay date. Break up payments for specific upcoming pay dates to ensure funds will pull. Collectors should email the customer confirmation confirming payment arrangements due to the prior return.
- 3) If contact is made and the customer has not opened up a new bank account a reasonable payment arrangement must be made and should consist of a good faith payment via credit card or Western Union. Remember, the full balance should now be requested first! If more than three payments are needed, approval from a supervisor or manager is required. Also, email or mail out confirmation of the arrangements, and be sure to set follow ups accordingly.

**\*All closed accounts are to be worked consistently, aggressively, and should be treated as high priority accounts.**

**6.0 Handling of All Return Codes Continued...**

**C) Bank Account Frozen Procedures:**

- 1) If no contact is made the account should be set up according to the same procedures mentioned for Insufficient Funds returns.
- 2) If contact is made and the customer insists their account is not frozen they need to be instructed to fax documentation and ACH will be set up accordingly.
- 3) If contact is made and the customer confirms the account is frozen they must fax documentation showing negative balance etc. Upon receipt of proper documentation, the customer may set up an arrangement. A good faith payment must be pitched and all arrangement guidelines will apply.

**D) Payment Stopped Procedures:**

- 1) Payment stopped returns are to be treated as returns via Insufficient Funds if no contact is made. Be sure to also send emails.
- 2) If contact is made the customer needs to be advised that by stopping payment on our ACH pull they are in breach of their contract. If no arrangement is made, the account will be set up for a sneak on what will be due on their very next pay date. If the customer cooperates the payment will be set up as ACH on their next pay date. No “walk-in “cash should be pitched when there is an open checking account existing.

**E) Authorization Revoked Procedures and Customer Advises:**

- 1) If no contact is made a Full sneak is to be set up and an email sent.
- 2) If contact is made follow steps above for Payment Stopped accounts.

**F) Invalid Account, Non-transaction, and Unable to Locate Procedures:**

- 1) If no contact is made the customer is to be set up for a Full sneak, and email sent. Also, we will accounts place the account on hold and change account status to “wants to pay off” on the Review Loan screen *if* this is the first return on the account. As for second returns for these reasons, be sure the third loan line is “returned” and adjusted properly to have all funds pull through the Collection department. **Do not break up the balances for ACH sneaks on these accounts.**

**6.0 Handling of All Return Codes Continued...**

**F) Invalid Account, Non-transaction, and Unable to Locate Procedures:**

**Continued...**

- 4) If contact is made confirm and correct account information and handle the account accordingly. Remember, if the account is in fact open and functioning, do not pitch cash payments. If customer refuses to provide accurate checking account information they must be advised they are in breach of their contract and should be flagged as "Deny New". Also, the account should aggressively be pitched for the balance in full or a good faith payment...*Now and next* is always our goal!

**\*Be sure to always refer to any and all updated Memos for any changes that may be implemented in the processes and procedures above.**

**\*\*It will always be the responsibility of all Collectors to ensure that you have all updated information regarding procedure changes. Also, you will be expected to display consistency in your filters of assigned accounts.**

## 7.0 Collection Note Abbreviations

**Note: All notes must be consistent with abbreviations.**

### **Procedures:**

- 1) All collectors will use the following, but are not limited to the abbreviations below. They must be clear and easy to understand:

TPOE	Telephoned Place of Employment
TR	Telephoned Residence
TT	Talked TO
CUST	Customer
BIF	Balance in Full
NA	No Answer
2MRRW	Tomorrow
DISC	Disconnected
W/	With
W/O	Without
LM	Left Message
LMOVM	Left Message on Voice Mail
LMTCB	Left Message To Call Back
STLLNG	Customer Stalling
PP	Promise to Pay
PBA	Put Back Active



## **8.0 Notating Collection Accounts**

**Note: All customer notes must be entered detailed and clear. Proper discretion is to be used when quoting statements made by our customers.**

### **Procedures:**

**1) Each collector will create a new customer note as follows:**

#### **To Schedule the Next Call:**

Follow Up Date: Date of next call the notes should describe in detail the attempt, message or contact w/ the customer.

#### **To Schedule the Next ACH Payment:**

Next Follow up Date: Business day after ACH payment is to be pulled. The note should read: ACH (dollar amount), (effective date), and (Proper type of ACH sneak or ACH payment).

\*If split arrangements are made, the note should read:

- ACH (dollar amount), (effective date)
  - ACH (dollar amount), (effective date)
- (And payment method specified)

\*Also, be sure *all* arrangements are entered properly into the system.

#### **To Send Collection Letters:**

Set follow ups in Microsoft Outlook to check status of responses.

Also, be sure to document all letters sent via fax, email, and/ or mail.

\*Any letters being custom written must be proof read for grammatical errors and approved by a supervisor or manager before sending. (This applies to letters outside of standard arrangement confirmations.)

## **9.0 Rebuttals and How to Overcome Customer's Excuses:**

**Note: It would impossible to list every excuse you will hear from all your debtors. Suffice it to say, you will never be bored. Understand that some excuses will be legitimate and hence, you must react accordingly and in a professional manner. Most excuses, however, are simply a customer's effort**

to delay or completely eliminate the collection process. The profitable collector must not only learn to differentiate between real and imagined excuses, but to handle each type of excuse in a specific and successful fashion. The following is a general list of excuses you will hear. You must learn to eliminate and ultimately “corner” the customer into realizing that resolution through payment is the only alternative. With that in mind, there are five general categories of excuses: Calendar; Dissatisfaction with the service and/or communication; “It’s a mistake;” “I need more time;” and nonsense excuses.

### **Examples:**

**Can I skip a payday-** Let customers know that we are a payday loan company and we cannot skip paydays. Let customers know that we gave them this money because of the Income they told us they made and that they cannot afford to pay this account on any given payday. *“We gave you cash not credit.”*

**How to overcome stop payment issues & revoked authorizations-** if customer has stopped payment: -Make that customer aware that they signed a contract which they have now breached. Let customer know that they signed a pre-ach authorization agreement allowing us to go into their bank account. Tell customer that we either need to go back into their bank account or if not then customer will have to overnight their payment to us immediately. You must stress to customer that if we cannot debit their bank account that they may never use this service again.

**How to overcome bank account closed issues-**collector must first ask customer if they have opened up a new bank account. If no, then collector must let customer know that they have now breached their contract they signed and that their payment is due immediately. Let the customer know that they have breached their contract and tell them that the balance in full is due immediately. If customer says they cannot pay the balance in full, you may offer to split balance into two payments. If customer cannot do that, then get customer to commit to a good faith payment and then split remaining balance into two payments. (Try to get at least 25% down; then remaining balance split into two payments). If still not resolved then let the customers know that their account will be forwarded to our in-house attorney to take immediate action against them.

## **9.0 Rebuttals and How to Overcome Customer’s Excuses: Continued...**

**If customer is busy at work and cannot talk right now-** Say to customer that, “I know your busy at work and we would hate to have to take action against you, but you need to call me back at \_\_\_\_”. (Give customer a specific time to call you back).

**Customer claims that are unemployed** - Say to customer that you sympathize with them but they still have breached their contract. Find out if they have filed for unemployment. Again let customer know that they signed a contract with us agreeing to the terms of that contract. Let them know that we believed and trusted in them that they would pay us back. Collector must make this bill a priority and let customer know that if we cannot get resolved we would have to take further action against them. Advise customer that this company is prepared to do whatever it takes to get our money back. Let customer know that we were there for them when they needed us and know we would like to be paid back.

**Customer claims they have no money and has other bills**-Ask them, “How are they surviving?” Find out what their intentions are and what they plan to do. Tell customer to defer their car payment, electric bill, gas/electric bill, etc. Tell customer to contact these companies and make payment arrangements with them. Again, let that customer know that they signed a contract with us we gave them money in good faith and based on the income they submitted to us. Tell them that you would like to help the out but when they took out this loan, they agreed to the terms and conditions stated in the contract. Let them know that we believed and trusted in them that they would pay us back. Again, advise the customer that this company is prepared to take do whatever it takes to recoup our money back. Let customer know that we were there for them when they needed us and know we would like to be paid back.

I will pay you back when I get my income tax refund- today people get their returns back electronically, if this customer is telling you this, they are also stating this to other creditors they may owe. Let customer know that you expect payment in this office on an exact date because they will get their return back quickly.

**It is Christmas Time**-Let the customer know that this bill was incurred prior to Christmas. Also let them know that if they have money for Christmas that they certainly have the money to pay this debt. Collector must be aware that most companies do give out Christmas bonus.

**If customer is a School Teacher**-Most School teacher’s have their salaries prorated over the entire year. They also have the option (which many do) of working a second job during the summer months to earn additional income. Break through the excuse and get their money.

**If customer claims I will pay when I get back from vacation**—“If customer has enough discretionary income for a vacation (most employees receive paid vacations), they have enough money to clear their account before leaving. The customer must make this bill a priority before customer goes away.

**If customer has unexpected expenses come up**-let the customer know that this debt was owed before their problem came about. Work out a payment arrangement with customer. Let them know that they signed a contract and are bound by the terms of this contract.

## **9.0 Rebuttals and How to Overcome Customer’s Excuses: Continued...**

**If customer claims they did not ask for this service**-let customer know they were the ones who contacted our office and wanted to use this service. Let the customer know that no one forced them to take this loan out and no one forced them to sign the contract and submit their information to us. Collector must stress to the customer that they took this loan out willingly and they agreed to the terms and conditions of the contract.

**If customer feels they are being overcharged**-Please let the customer know that all fees were disclosed and explained during the verification process. Inform the customer they were provided a rescinding period and did not exercise this option. They agreed to the terms and conditions stated in their contract.

**If customer claims they did not need the service**-Point out to the customer that this is an easy statement to make when the service has been rendered and they received the money into their bank account. Remind customer that they applied for this loan. No one forced them to take this loan out, they agreed to the terms and condition of the contract.

***Recoveries Department***

**COLLECTIONS POLICIES AND PROCEDURES MANUAL**

**1.0 Standard Procedures (0 to 60 Day Accounts)**

**2.0 Collector Assignments**

**3.0 Return and Follow Up Procedures**

**4.0 Customer's Payday Frequency**

**5.0 Collector's Consistent Call Procedures**

**6.0 Handling of All Return Codes**

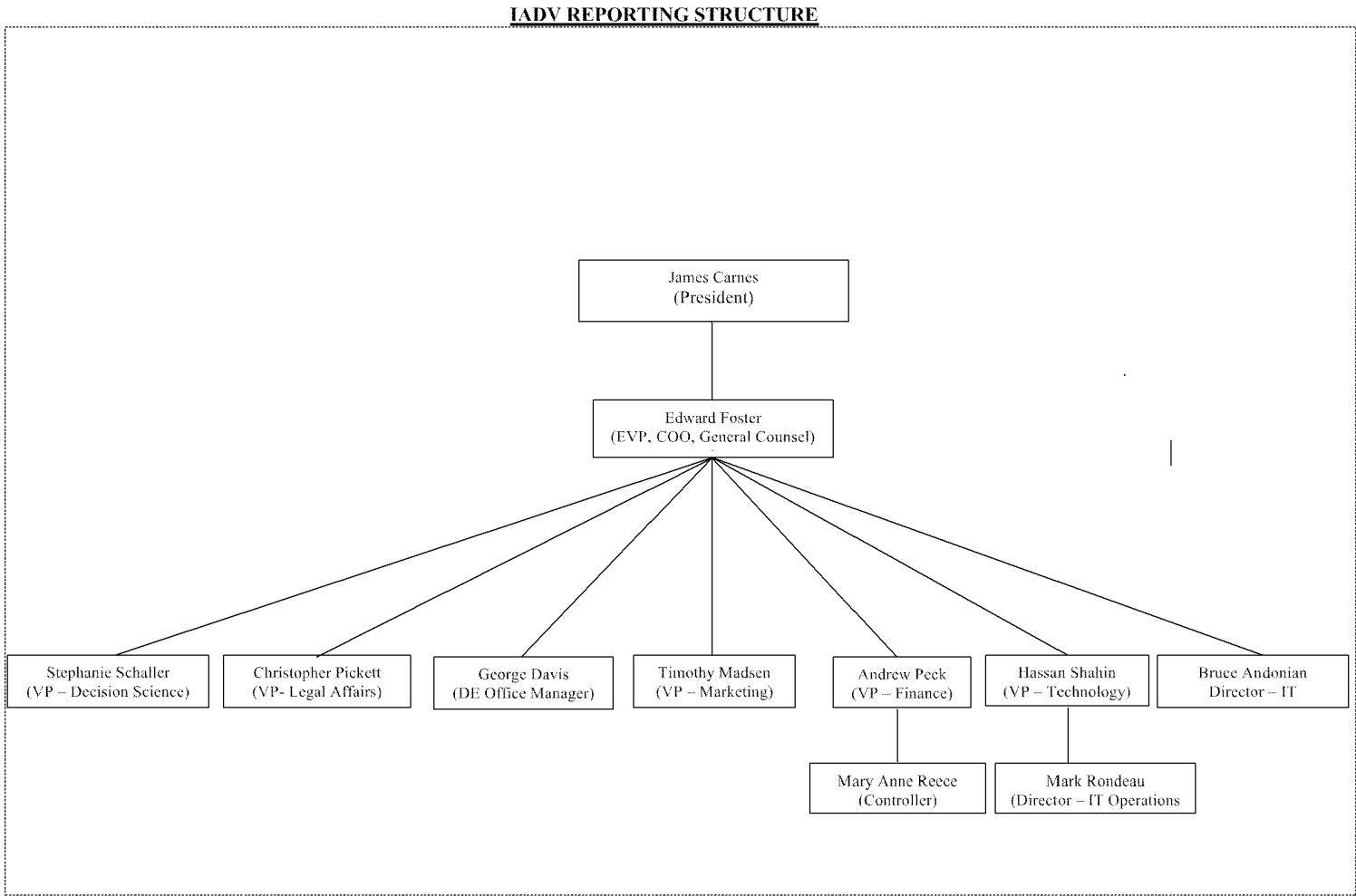
**7.0 Collection Note Abbreviations**

**8.0 Notating Collection Accounts**

**9.0 Rebuttals**

# Exhibit 32

Attachment No. 4



# Exhibit 33





# Integrity Advance

## DEBT COLLECTION AGREEMENT

This Debt Collection Agreement ("Agreement") is made and entered into this 19th day of January, 2009 by and Hayfield Investment Partners, LLC, a Delaware limited liability company ("Hayfield"), for itself and for the benefit of its subsidiaries, Integrity Advance, LLC and Zipcash – DE, LLC, D/B/A ZipCash and NetCash USA (Hayfield and its subsidiaries collectively referred to herein as the "Company"), and Integrity Financial Partners, Inc., a subchapter S corporation located at 4370 West 109<sup>th</sup> Street, Suite 100, Overland Park, Kansas 66211 ("Contractor")

In consideration of the mutual agreements of the parties hereto, it is hereby agreed as follows:

1. Services. Company hereby engages Contractor to collect, receive, and compromise or settle for Company all sums of money due or payable to Company for those claims ("Claims") which Company elects to place with Contractor for collection as set forth herein. All such amounts collected by Contractor for Claims shall be remitted to Company within ~~thirty (30)~~ <sup>52</sup> days of Contractor's receipt of the same. Contractor has agreed to serve as a fiduciary for Company, and Contractor's entitlement to compensation under this agreement is dependent upon its performance of all of its fiduciary obligations. This Agreement shall not be construed to establish any partnership or joint venture. Contractor will not seek to add any other fees or charges to the account unless such charges are expressly authorized by law and by Company. Contractor agrees to utilize its assets to collect past due accounts on a contingent fee basis. Company shall not be responsible for bearing the costs of collection.

2. Authority. Contractor shall have the authority to authorize payment in cash, check, money order, electronically, or any other manner acceptable to Contractor. All payments for Claims collected by Contractor, regardless of the source, will be directed to Company at the address or to the Claim set out in the Procedures described below. Contractor shall have authority to affect a compromise or settlement of Claims placed with Contractor for the principal amount owed exclusive of any fees, interest, or penalties due Company. Any compromise for an amount less than the entire principal amount of the loan comprising a Claim must be approved in advance by Company. Contractor may negotiate payment terms it considers reasonable and appropriate. Contractor will provide Company with specific contact personnel to handle the daily management of the awarded contract. Notwithstanding anything herein to the contrary, Company reserves the right to revoke its placement with Contractor of any Claim at any time (a "Revoked Claim") by providing notice of the same to Company. After any such revocation, Contractor will immediately cease all collection efforts with respect to such Revoked Claim. Notwithstanding the foregoing, should Contractor receive any amounts with respect to a Revoked Claim after such revocation, Contractor will immediately forward all such amounts to Company.

**NOTWITHSTANDING ANY CONTRARY PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WHATSOEVER SHALL CONTRACTOR (OR ANY PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF CONTRACTOR) INSTITUTE OR MAINTAIN ANY CIVIL OR CRIMINAL ACTION OR PROCEEDING AGAINST ANY PERSON WHO IS THE SUBJECT OF A CLAIM, NOR SHALL CONTRACTOR (OR ANY PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF CONTRACTOR) THREATEN TO INSTITUTE ANY SUCH CIVIL OR CRIMINAL ACTION OR PROCEEDING WITH RESPECT TO ANY CLAIM.**

3. Fees and Remittance. For all Claims placed with Contractor for collection, including any Revoked Claim, on which monies are received, whether paid directly to Company or to Contractor, Contractor shall receive commissions in the amount of thirty percent (30%) of the monies received for each Claim. Within 10 days following the end of each calendar month, Contractor will submit to Company a summary in a form reasonably agreeable to Company of all amounts collected in that month along with an invoice for amounts due Contractor from Company.

4. Warranties-Indemnity. The Claims placed with Contractor are placed upon the Company's express warranty and representation that said Claims are accurate and the sums alleged to be due and payable upon said Claims are in fact due and payable and were lawfully extended and may lawfully be collected. Contractor hereby agrees to indemnify, defend and to hold Company and its officers, directors, members, shareholders, and agents, harmless from against all damages, liabilities, costs, losses, and expenses, including reasonable attorneys' fees ("Losses"), arising out of or resulting from Contractor's (or its employees', contractors' or agents') collection activities relating to the Claims. Company does hereby indemnify, defend, and hold Contractor and its officers, directors, shareholders and agents harmless from

and against any Losses directly based upon or directly related to any Claim placed which is later found to be inaccurate, unlawful, or unenforceable. This indemnities provided for herein shall survive the termination of this Agreement. Contractor expressly warrants that:

- a. it will, at all times, comply with the Fair Debt Collection Practice Act ("FDCPA"), the Fair and Accurate Credit Transactions Act ("FACT Act"), and their implementing regulations, and any state law regulating the collection practices of collection agencies.
- b. it will, at all times, comply with the Gramm-Leach-Bliley Act, and regulations pertaining thereto, and any similar state laws or regulations relating to customer privacy;
- c. it will, at all times, restrict access to confidential consumer data to only those persons with a legitimate business need to access such data, and that it will not permit any unauthorized access to or use of confidential consumer data;
- d. it requires and will continue to require all of its employees with access to Confidential Information to sign non-disclosure agreements that cover all of Company Confidential Information;
- e. it will dispose of all documents and storage devices containing confidential consumer data in accordance with all current and future state and federal rules and regulations pertaining to same;
- f. it will, at all times, take all reasonable steps to guard against data security breaches;
- g. it will, within twenty-four hours of its discovery of any data security breach notify Company of the date, time, and nature of any such security breach, and the accounts to which such data security breach pertains to enable Company to expeditiously implement its response program. In the event that Company customers must be notified of any unauthorized access to or use of their consumer information in the possession of Contractor, Contractor expressly agrees to pay the full costs incurred in connection with this notification process; and
- h. it will comply with all federal and state laws and regulations pertaining to any data security breaches.
- i. it will notify Company promptly if Contractor receives a Civil Investigative Demand or subpoena from the Federal Trade Commission, any State Attorney General, or any state regulatory body charged with regulating collection agencies

5. Term. This Agreement will remain in effect for a period of three (3) years and may be sooner terminated at the option of either party by written notice of termination given at least ten (10) days in advance. This Agreement may be renewed for additional periods as agreed by the parties in writing

6. Applicable Law. This agreement shall be construed in accordance with the substantive laws of the State of Delaware without regard to conflicts of laws principles. Trial by jury in any action, proceeding or counterclaim arising hereunder or relating hereto is hereby waived.

7. Procedures. The Procedures attached hereto as Exhibit A and incorporated herein by reference shall control the flow of information between the parties and their designees, and other matters as set out therein.

8. Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given for all purposes if delivered personally to the party or to any executive officer of the party to whom the same is directed at the addresses first set out above, or, if sent by registered or certified mail, postage and charges prepaid, addressed to the party's address which is set forth in this agreement or otherwise updated by amendment to this Agreement or by notice given in accordance with this section.

9. Disclosure. Contractor shall, as reasonably required by Company, but no more often than quarterly provide Company with (a) its most recent unaudited financial statements, (b) its annual audited financial statements, (c) copies of all periodic reports filed with the Securities and Exchange Commission (the "Commission") on Forms 10-K, 10-Q and 8-K, or such other similar forms as may be designated by the Commission, and such other periodic reports, documents, and information that Contractor furnished to the Commission or its stockholders or other security holders generally, and (d) Contractor's disaster contingency/recovery plan, if any. Contractor shall, as reasonably required by Company, but no more often than annually, undergo a SAS 70 examination and provide a copy of the SAS 70 report to Company.

10. Audits - Access to Contractor. During the term of this Agreement and at all times thereafter Company shall have reasonable access to Contractor's premises, to the books and records of Contractor (to the extent that such books and records pertain to the Claims), to the officers, employees, and accountants of Contractor, all for the purpose of ensuring that Contractor is carrying out Company's policies and is otherwise complying fully with its obligations under this Agreement as well as all applicable laws and regulations. Such access shall include permission to maintain employees on the premises of Contractor or offices of Contractor where any information requested may be located during regular business hours in order to audit Contractor's services contemplated by this Agreement and to conduct reasonable on-site transaction testing and other reasonable operational reviews. Company agrees to provide Contractor with reasonable advance notice of any audit.

11. Confidentiality. Section 501(b)(3) of the Gramm-Leach-Bliley Act states that information security standards must include various safeguards to protect against not only "unauthorized access to" but also the "use of" Confidential Information relating to customers that could result in "substantial harm or inconvenience to any customer." "Confidential Information" includes, but is not limited to, customers' names, social security numbers, dates of birth, addresses, number of months at address, phone numbers, financial information as to loans with Company or other loans, bankruptcy, employer names and phone numbers, number of months on job, whether customer owns home, and all information that Contractor knows or has reason to know is considered to be confidential. Contractor will protect and not copy or disclose any Confidential Information and to that extent utilize means including, but not limited to, firewalls, intrusion protections systems, encrypted data transfer, and software security controls to protect all Confidential Information. Contractor warrants to Company that such reasonable safeguards are and will remain in place. Contractor will be responsible for the handling of all confidential information, the non-disclosure of confidential information, and the proper handling of all confidential information in compliance with applicable Federal, State, and Local laws and regulations. Contractor will immediately provide Company notice of any breach of the Confidential Information and will take immediate actions to correct any such breach. Should there be a breach in security resulting in unauthorized intrusion(s), Contractor agrees to immediately provide notice to Company of same and shall specify the corrective action taken by Contractor. Contractor shall assess the nature and scope of any incident and specifically identify the Confidential Information that has or may have been improperly accessed or misused. Contractor shall take appropriate steps to contain and control any incident of breach of security relating to the Confidential Information, assist Company with all reasonably requested steps needed to notify Company's customers of any such breach and prevent harm or inconvenience from such breach and agrees to indemnify Company for any loss or costs associated with any breach of security or unauthorized disclosure. Contractor will not export any Confidential Information to any "Foreign National." A "Foreign National" is defined as: (a) any business operating outside of the United States; or (b) any person who is not either a United States citizen or a foreign-born U.S. resident with a "Green Card." Contractor shall incorporate all security measures reasonably necessary to protect any Confidential Information disclosed under this Agreement. Specifically, the security measures, at a minimum, will:

a. reasonably ensure the security and confidentiality of Confidential Information which will be the equivalent of those measures normally used by Contractor to protect its own Confidential Information, but in no event will be less than those commonly accepted and used by nationally chartered banks;

b. reasonably protect against foreseeable threats or hazards to the security or integrity of such information;

c. reasonably protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to Company and/or its customers and borrowers; and

d. take such steps as are necessary to ensure compliance with all Federal, State, and Local laws and regulations affecting the handling of confidential information

If there is any breach of security regarding Confidential Information in the possession of Contractor, all costs associated with damages and defense for which Contractor and/or Company are liable for compliance with governmental laws and regulations, including notification of affected customers, and any other corrective action which is necessary to deal with the situation will be the sole and exclusive cost and responsibility of Contractor. Regardless of whether such breach occurred as a result of any fault of Contractor or as a result of the wrongful conduct of any third party, Contractor will indemnify Company and hold it harmless from all costs, fees, liabilities, actual or punitive damages, claims, suits, arbitrations, fines, penalties, and expenses of any kind or nature resulting from such breach. Such indemnification will occur regardless of any intent or fault on the part of Contractor.

12. Compliance with Laws. The parties understand that in providing the services under this Agreement Contractor is serving as a "debt collector" as defined in the Fair Debt Collection Practices Act (FDCPA). Contractor shall at all times comply with the provisions of the FDCPA and all other laws and regulations that apply to the services described in this Agreement.

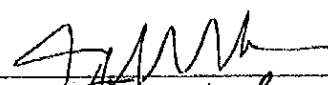
13. Insurance. Contractor will maintain insurance for fidelity, fire, liability, data losses, errors and omissions, and failure to comply with any laws or regulations, including without limitation, the FDCPA and equivalent state laws, in an amount of not less than One Million Dollars (\$1,000,000) per occurrence. Contractor shall cause certificates evidencing the existence of such insurance policies to be delivered to Company prior to the commencement date of this Agreement.

13. Assignment. Contractor shall not transfer or assign this Agreement, any of the Claims or any of its duties, obligations or claims hereunder in whole or in part, including, without limitation, in connection with a sale of assets, consolidation, merger or acquisition involving Contractor, without the prior written consent of Company.

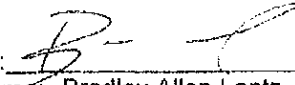
14. General. Any changes to this agreement must be in writing, and must be signed by the parties. The failure of any party to seek redress for violation of or to insist upon the strict performance of any provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation. Any course of dealing or performance between the parties shall not be deemed a waiver of any of the terms or conditions hereof. The rights and remedies provided by this Agreement are cumulative. Said rights and remedies are given in addition to any other rights the parties may have by law. Contractor acknowledges that this is not an exclusive relationship and nothing in this Agreement shall require Company to send a minimum number of claims to Contractor or to send all of its collection Claims to Contractor.

In witness whereof, the parties have executed this Agreement the date and year first above set out

COMPANY  
Hayfield Investment Partners, LLC  
By: Willowbrook Partners, LLC, Manager

By:   
Name: Samuel Coran  
Title: CEO

CONTRACTOR  
Integrity Financial Partners, Inc

By:   
Name: Bradley Allen Lantz  
Title: Chief Operating Officer