

Exhibit A

**UNITED STATES OF AMERICA
Before the
CONSUMER FINANCIAL PROTECTION BUREAU**

**ADMINISTRATIVE PROCEEDING
File No. 2015-CFPB-0029**

In the Matter of:

**INTEGRITY ADVANCE, LLC and
JAMES R. CARNES,**

Respondents.

**DECLARATION OF JOHN
MARLOW**

DECLARATION OF JOHN MARLOW

District of Columbia:

I, John Marlow, hereby declare and state as follows:

1. My name is John Marlow. I am employed by the Consumer Financial Protection Bureau (CFPB) as a paralegal specialist in the CFPB Office of Enforcement in Washington, DC. The following facts are known to me personally and if called as a witness, I would competently testify thereto.

2. As part of my job, I research and investigate people and entities that may be violating the Consumer Financial Protection Act and other statutes enforced by the CFPB. I have been assigned to work on the Bureau's administrative proceeding against Integrity Advance, LLC and James R. Carnes.

3. Attachment 1 to this declaration is a true and correct copy of the Declaration of Nikhil Singhvi in Support of Plaintiff Federal Trade Commission's Motion for Summary Judgment in *FTC v. AMG Services Inc.*, 2:12-cv-00536-GMN-VCF (D. Nev. Sept. 30, 2013), ECF No. 454-2.

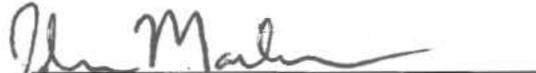
4. Attachment 2 to this declaration is a true and correct copy of the FTC's Exhibit 22 that is attached to the Declaration of Nikhil Singhvi in *FTC v. AMG Services Inc.*, 2:12-cv-00536-GMN-VCF (D. Nev. Sept. 30, 2013), ECF No. 455-22, although I have redacted three additional pieces of information as noted below in Paragraph 7.

5. The FTC's Exhibit 22, as described in the Declaration of Nikhil Singhvi, is a redacted copy of one of AMG's loan contracts "obtained by the FTC from a consumer: its appearance, contents, substance, internal patterns, and other distinctive characteristics resemble those of loan contracts produced by Defendants." Att. 1 ¶ 22.

6. As is evidenced by the headers on both Attachments 1 and 2 to this declaration, these attachments are publicly available on PACER, and I downloaded these documents from PACER on June 1, 2016.

7. On June 1, 2016, pursuant to 18 CFR § 1081.112 and the Administrative Law Judge's December 29, 2015 Order Granting Joint Stipulated Motion for a Protective Order, I redacted the loan applicant's name, address, and driver's license number from Attachment 2 (the FTC's Exhibit 22). In all other ways, the document is identical to the version available on PACER as part of *FTC v. AMG Services Inc.*, 2:12-cv-00536-GMN-VCF (D. Nev. Sept. 30, 2013).

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct. Executed on June 3, 2016.


John Marlow

Attachment 1

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

AMG Services, Inc. et al.,

Defendants, and

Park 269 LLC, et al.,

Relief Defendants.

Case No. 2:12-cv-536

**DECLARATION OF NIKHIL
SINGHVI IN SUPPORT OF
PLAINTIFF FEDERAL TRADE
COMMISSION'S MOTION
FOR SUMMARY JUDGMENT**

I, Nikhil Singhvi, declare as follows:

I am an attorney employed by the Federal Trade Commission ("FTC") and counsel of record for the FTC in this matter. I submit this declaration in support of the FTC's motion for summary judgment. The exhibits attached to this declaration are filed under seal for the reasons stated forth in the FTC's accompanying motion for leave to file under seal.

1. Attached to this declaration as **Exhibit 1** is a true and correct copy of the MNE Services, Inc. ("MNES") Answer to the FTC's First Amended Complaint (Docket No. 404).

2. Attached to this declaration as **Exhibit 2** is a true and correct copy of the transcript of the Aug. 7-8, 2013 deposition of Defendants' Rule 30(b)(6) witness, Natalie Dempsey, without exhibits.

3. Attached to this declaration as **Exhibit 3** is a true and correct copy of the FTC's First Amended Complaint (Docket No. 386).

4. Attached to this declaration as **Exhibit 4** is a true and correct copy of the SFS, Inc. ("SFS") Answer to the FTC's First Amended Complaint (Docket No. 409).

5. Attached to this declaration as **Exhibit 5** is a true and correct copy of the Red Cedar Services ("Red Cedar") Answer to the FTC's First Amended Complaint (Docket No. 408).

6. Attached to this declaration as **Exhibit 6** is a true and correct copy of the AMG Services, Inc. (“AMG”) Answer to the FTC’s First Amended Complaint (Docket No. 403).

7. Attached to this declaration as **Exhibit 7** is a true and correct copy of the transcript of the Oct. 4, 2012 deposition of SFS’s Rule 30(b)(6) witness, Lee Ickes, without exhibits.

8. Attached to this declaration as **Exhibit 8** is a true and correct copy of the Declaration of Natalie Dempsey (without exhibits), originally attached as Exhibit TLDX 4 to Defendants’ Joint Opposition to Preliminary Injunction (Docket No. 70).

9. Attached to this declaration as **Exhibit 9** are excerpts from a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG 0003640-97. The full document is available to the Court upon request.

10. Attached to this declaration as **Exhibit 10** are excerpts from a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00201450-577. The full document is available to the Court upon request.

11. Attached to this declaration as **Exhibit 11** is a true and correct copy of a document produced by the FTC during discovery with the Bates numbers FTC-CLK-00004078-83. This document is a copy of one of Defendants’ loan contracts obtained by the FTC from a consumer: its appearance, contents, substance, internal patterns, and other distinctive characteristics resemble those of loan contracts produced by Defendants.

12. Attached to this declaration as **Exhibit 12** is a true and correct copy of the transcript of the August 28, 2013 deposition of Crystal Grote, without exhibits.

13. Attached to this declaration as **Exhibit 13** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00021327-31.

14. Attached to this declaration as **Exhibit 14** is a true and correct copy of a document originally attached as Ex. PX22, Att. BC to the FTC’s Memorandum for Preliminary Injunction and Other Equitable Relief (Docket No. 5). This document is a screenshot of the

500FastCash “How It Works” webpage, captured by the FTC on January 23, 2012 using the web capture application of the Adobe Acrobat software.

15. Attached to this declaration as **Exhibit 15** is a true and correct copy of a document originally attached as Ex. PX22, Att. BH to the FTC’s Memorandum for Preliminary Injunction and Other Equitable Relief (Docket No. 5). This document is a screenshot of the Ameriloan “How It Works” webpage, captured by the FTC on January 23, 2012 using the web capture application of the Adobe Acrobat software.

16. Attached to this declaration as **Exhibit 16** is a true and correct copy of a document originally attached as Ex. PX22, Att. BJ to the FTC’s Memorandum for Preliminary Injunction and Other Equitable Relief (Docket No. 5). This document is a screenshot of the OneClickCash “How It Works” webpage, captured by the FTC on January 23, 2012 using the web capture application of the Adobe Acrobat software.

17. Attached to this declaration as **Exhibit 17** is a true and correct copy of a document originally attached as Ex. PX22, Att. BN to the FTC’s Memorandum for Preliminary Injunction and Other Equitable Relief (Docket No. 5). This document is a screenshot of the UnitedCashLoans “How It Works” webpage, captured by the FTC on January 23, 2012 using the web capture application of the Adobe Acrobat software.

18. Attached to this declaration as **Exhibit 18** is a true and correct copy of a document originally attached as Ex. PX22, Att. BP to the FTC’s Memorandum for Preliminary Injunction and Other Equitable Relief (Docket No. 5). This document is a screenshot of the USFastCash “How It Works” webpage, captured by the FTC on January 23, 2012 using the web capture application of the Adobe Acrobat software.

19. Attached to this declaration as **Exhibit 19** is a true and correct copy of a document produced by the FTC during discovery with the Bates numbers FTC-CLK-00004095-99. This document is a copy of one of Defendants’ loan contracts obtained by the FTC from a consumer: its appearance, contents, substance, internal patterns, and other distinctive characteristics resemble those of loan contracts produced by Defendants.

20. Attached to this declaration as **Exhibit 20** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00416926-30.

21. Attached to this declaration as **Exhibit 21** is a true and correct copy of AMG's Second Amended Responses To FTC's Third Set Of Interrogatories.

22. Attached to this declaration as **Exhibit 22** is a true and correct copy of a document produced by the FTC during discovery with the Bates numbers FTC-CLK-00003866-70. This document is a copy of one of Defendants' loan contracts obtained by the FTC from a consumer: its appearance, contents, substance, internal patterns, and other distinctive characteristics resemble those of loan contracts produced by Defendants.

23. Attached to this declaration as **Exhibit 23** is a true and correct copy of a document produced by the FTC during discovery with the Bates numbers FTC-CLK-00002251-62. This document contains a copy of one of Defendants' loan contracts obtained by the FTC from the Colorado Office of the Attorney General: its appearance, contents, substance, internal patterns, and other distinctive characteristics resemble those of loan contracts produced by Defendants.

24. Attached to this declaration as **Exhibit 24** is a true and correct copy of a document produced by the FTC during discovery with the Bates numbers FTC-CLK-00002494-527. This document contains a copy of one of Defendants' loan contracts obtained by the FTC from the Colorado Office of the Attorney General: its appearance, contents, substance, internal patterns, and other distinctive characteristics resemble those of loan contracts produced by Defendants.

25. Attached to this declaration as **Exhibit 25** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00424583-85.

26. (Intentionally omitted.)

27. Attached to this declaration as **Exhibit 27** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00053203-36.

28. Attached to this declaration as **Exhibit 28** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00064795-861.

29. Attached to this declaration as **Exhibit 29** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG 00005005.

30. Attached to this declaration as **Exhibit 30** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00056678.

31. Attached to this declaration as **Exhibit 31** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG 00003698.

32. Attached to this declaration as **Exhibit 32** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00201478.

33. Attached to this declaration as **Exhibit 33** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00029703-8.

34. Attached to this declaration as **Exhibit 34** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00448896.

35. Attached to this declaration as **Exhibit 35** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00006750-73.

36. Attached to this declaration as **Exhibit 36** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00199589-602.

37. Attached to this declaration as **Exhibit 37** is a true and correct copy of a document originally attached as Ex. PX22, Att. FH to the FTC's Memorandum for Preliminary Injunction and Other Equitable Relief (Docket No. 5). During the course of its investigation, the FTC reviewed and calculated accurate APRs on loans issued by Defendants. To calculate accurate APRs on closed-end loans under TILA and Regulation Z, the FTC uses a computer program created by the Office of the Comptroller of the Currency called "APRWIN." The necessary data to calculate the APR for a \$300 loan came from the contract documents and payment schedule attached to this declaration as Exhibits 19 and 29. The FTC entered data as to the required payment amounts and payment dates into the program. The program calculated that

the true APR for this consumer's loan was 727.3669% and that Defendants' disclosed APR of 684.38% had been understated by 42.9869 percentage points. Exhibit 37 represents a true and correct copy of the APRWIN report.

38. Attached to this declaration as **Exhibit 38** is a true and correct copy of the FTC's Responses to AMG's First Set of Interrogatories.

39. Attached to this declaration as **Exhibit 39** are true and correct copies of several documents produced by the FTC during discovery with the Bates numbers: FTC-CLK-00002440-1, FTC-CLK-0018287-92, FTC-CLK-00004095-99, FTC-CLK-00002255-59, FTC-CLK-00002504-15. These documents contain copies of Ameriloan loan disclosures over time, obtained by the FTC from consumers or produced by the Colorado Office of the Attorney General and Intercept (Defendants' third party payment processor) pursuant to third party subpoenas. Their appearance, contents, substance, internal patterns, and other distinctive characteristics resemble those of loan contracts produced by Defendants.

40. (Intentionally omitted.)

41. Attached to this declaration as **Exhibit 41** is a true and correct copy of a business records certification supplied to the FTC by Intercept.

42. Attached to this declaration as **Exhibit 42** are true and correct copies of several documents produced by the FTC during discovery with the Bates numbers: FTC-CLK-0018446-49 and FTC-CLK-00004078-83. These documents contain copies of 500FastCash loan disclosures over time, obtained by the FTC from consumers or produced by Intercept pursuant to a third-party subpoena. Their appearance, contents, substance, internal patterns, and other distinctive characteristics resemble those of loan contracts produced by Defendants. Exhibit 42 also includes a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00660187-99.

43. Attached to this declaration as **Exhibit 43** are true and correct copies of several documents produced by the FTC during discovery with the Bates numbers: FTC-CLK-00002811-16, FTC-CLK-00002840-44, FTC-CLK-00018458-61, FTC-CLK-00018565-69, and

FTC-CLK-00004412-24. These documents contain copies of OneClickCash loan disclosures over time, obtained by the FTC from consumers or produced by the Colorado Office of the Attorney General and Intercept. Their appearance, contents, substance, internal patterns, and other distinctive characteristics resemble those of loan contracts produced by Defendants.

44. Attached to this declaration as **Exhibit 44** are true and correct copies of several documents produced by the FTC during discovery with the Bates numbers: FTC-CLK-00018262-67, FTC-CLK-00002937-39, FTC-CLK-00005203-7, FTC-CLK-00003866-70, and FTC-CLK-00004788-801. These documents contain copies of UnitedCashLoans loan disclosures over time, obtained by the FTC from consumers or produced by the Colorado Office of the Attorney General and Intercept. Their appearance, contents, substance, internal patterns, and other distinctive characteristics resemble those of loan contracts produced by Defendants.

45. Attached to this declaration as **Exhibit 45** are true and correct copies of several documents produced by the FTC during discovery with the Bates numbers: FTC-CLK-00003396-7, FTC-CLK-00003364-65, FTC-CLK-00018470-73, and FTC-CLK-00003326-30. These documents contain copies of USFastCash loan disclosures over time, obtained by the FTC from the Colorado Office of the Attorney General and Intercept. Their appearance, contents, substance, internal patterns, and other distinctive characteristics resemble those of loan contracts produced by Defendants. Exhibit 45 also includes a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG 00003500-05.

46. Attached to this declaration as **Exhibit 46** are true and correct copies of documents produced by AMG during discovery with the Bates numbers: AMG_00457989-94, AMG_00207862, and AMG_00207932. Included in Exhibit 46 are also true and correct copies of documents produced by SFS during discovery with the Bates numbers Phase 1 Long Term 005081-84. These documents contain copies of Advantage Cash Services (formerly known as “ACE Cash Services”) loan disclosures over time.

47. Attached to this declaration as **Exhibit 47** are true and correct copies of documents produced by AMG during discovery with the Bates numbers: AMG_00056307-10,

AMG_00272343, and AMG_00272408. These documents contain copies of StarCashProcessing loan disclosures over time.

48. Attached to this declaration as **Exhibit 48** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00138336-92.

49. Attached to this declaration as **Exhibit 49** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00056857.

50. Attached to this declaration as **Exhibit 50** is a true and correct copy of a document produced by the FTC during discovery with the Bates numbers FTC-CLK-00017323-

24. The document was produced by Intercept to the FTC pursuant to a third party subpoena. Exhibit 41 is a true and correct copy of a business records certification supplied to the FTC by Intercept.

51. Attached to this declaration as **Exhibit 51** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00438788-93.

52. Attached to this declaration as **Exhibit 52** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00057746-49.

53. Attached to this declaration as **Exhibit 53** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00057775-77.

54. Attached to this declaration as **Exhibit 54** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00057783-85.

55. Attached to this declaration as **Exhibit 55** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00057786-88.

56. Attached to this declaration as **Exhibit 56** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00057913.

57. Attached to this declaration as **Exhibit 57** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00664039.

58. Attached to this declaration as **Exhibit 58** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00385794.

59. Attached to this declaration as **Exhibit 59** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00044508-14.
60. Attached to this declaration as **Exhibit 60** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00056835-52.
61. Attached to this declaration as **Exhibit 61** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00527116.
62. Attached to this declaration as **Exhibit 62** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00056094-97.
63. Attached to this declaration as **Exhibit 63** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00060526.
64. Attached to this declaration as **Exhibit 64** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00021368-72.
65. Attached to this declaration as **Exhibit 65** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00021400-3.
66. Attached to this declaration as **Exhibit 66** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00020606-86.
67. Attached to this declaration as **Exhibit 67** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00021870-76.
68. Attached to this declaration as **Exhibit 68** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00054747.
69. Attached to this declaration as **Exhibit 69** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00025891-95.
70. Attached to this declaration as **Exhibit 70** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00043111-13.
71. Attached to this declaration as **Exhibit 71** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00427389-93.

72. Attached to this declaration as **Exhibit 72** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00386254-55.

73. (Intentionally omitted.)

74. Attached to this declaration as **Exhibit 74** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00007376.

75. Attached to this declaration as **Exhibit 75** is a true and correct copy of the transcript of the August 29, 2013 deposition of Sara Glass, without exhibits.

76. Attached to this declaration as **Exhibit 76** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00023069-75.

77. Attached to this declaration as **Exhibit 77** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00006483-84.

78. Attached to this declaration as **Exhibit 78** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00005564.

79. Attached to this declaration as **Exhibit 79** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00060014.

80. Attached to this declaration as **Exhibit 80** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_0036257-58.

81. Attached to this declaration as **Exhibit 81** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during discovery with the Bates number AMG_00665805. The audio recording is included at Exhibit 82.

82. **Exhibit 82** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00665805. A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

83. Attached to this declaration as **Exhibit 83** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during discovery with the Bates number AMG_00665806. The audio recording is included at Exhibit 84.

84. **Exhibit 84** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00665806. A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

85. Attached to this declaration as **Exhibit 85** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during discovery with the Bates number AMG_00665807. The audio recording is included at Exhibit 86.

86. **Exhibit 86** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00665807. A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

87. Attached to this declaration as **Exhibit 87** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during discovery with the Bates number AMG_00665789. The audio recording is included at Exhibit 88.

88. **Exhibit 88** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00665789. A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

89. Attached to this declaration as **Exhibit 89** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during discovery with the Bates number AMG_00393491. The audio recording is included at Exhibit 90.

90. **Exhibit 90** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00393491. A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

91. Attached to this declaration as **Exhibit 91** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during discovery with the Bates number AMG_00431811. The audio recording is included at Exhibit 92.

92. **Exhibit 92** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00431811. A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

93. Attached to this declaration as **Exhibit 93** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00056521.

94. Attached to this declaration as **Exhibit 94** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00056636-38.

95. Attached to this declaration as **Exhibit 95** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00544217.

96. Attached to this declaration as **Exhibit 96** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00544218.

97. Attached to this declaration as **Exhibit 97** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00544219.

98. Attached to this declaration as **Exhibit 98** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00024797-800.

99. Attached to this declaration as **Exhibit 99** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00021661-66.

100. Attached to this declaration as **Exhibit 100** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00390848.

101. Attached to this declaration as **Exhibit 101** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00056627.

102. Attached to this declaration as **Exhibit 102** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00056620.

103. Attached to this declaration as **Exhibit 103** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG 00004428-43.

104. Attached to this declaration as **Exhibit 104** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00056625.

105. Attached to this declaration as **Exhibit 105** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00012210-11.

106. Attached to this declaration as **Exhibit 106** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00060352-54.

107. Attached to this declaration as **Exhibit 107** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00060348-51.

108. Attached to this declaration as **Exhibit 108** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00057869.

109. Attached to this declaration as **Exhibit 109** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00248114.

110. Attached to this declaration as **Exhibit 110** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00432654-55.

111. Attached to this declaration as **Exhibit 111** is a true and correct copy of a document produced by SFS during discovery with the Bates numbers Phase 1 Long Term 001023-124.

112. Attached to this declaration as **Exhibit 112** is a true and correct copy of the transcript of the April 12, 2013 deposition of Joshua Kendall, without exhibits.

113. Attached to this declaration as **Exhibit 113** is a true and correct copy of the transcript of the April 10, 2013 deposition of Susan Oxenford, without exhibits.

114. Attached to this declaration as **Exhibit 114** is a true and correct copy of the declaration of Joshua Kendall.

115. Attached to this declaration as **Exhibit 115** is a true and correct copy of the declaration of Susan Oxenford.

116. Attached to this declaration as **Exhibit 116** is a true and correct copy of the declaration of Sara Glass.

117. Attached to this declaration as **Exhibit 117** is a true and correct copy of the declaration of Ivan Valdivia.

118. Attached to this declaration as **Exhibit 118** is a true and correct copy of the transcript of the July 9, 2013 deposition of Kellye Sliger, without exhibits.

119. Attached to this declaration as **Exhibit 119** is a true and correct copy of the transcript of the July 19, 2013 deposition of Eric Barboza, without exhibits.

120. Attached to this declaration as **Exhibit 120** is a true and correct copy of the transcript of the July 9, 2013 deposition of Angela Vanderhoof, without exhibits.

121. Attached to this declaration as **Exhibit 121** is a true and correct copy of the declaration of Eric Barboza, without exhibits.

122. Attached to this declaration as **Exhibit 122** is a true and correct copy of the declaration of Walter Archer, without exhibits.

123. Attached to this declaration as **Exhibit 123** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00346859-61.

124. Attached to this declaration as **Exhibit 124** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00216812-14.

125. Attached to this declaration as **Exhibit 125** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during discovery with the Bates number AMG_00665821. The audio recording is included at Exhibit 126.

126. **Exhibit 126** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00665821. A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

127. Attached to this declaration as **Exhibit 127** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during discovery with the Bates number AMG_00665819. The audio recording is included at Exhibit 128.

128. **Exhibit 128** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00665819. A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

129. Attached to this declaration as **Exhibit 129** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during discovery with the Bates number AMG_00665813. The audio recording is included at Exhibit 130.

130. **Exhibit 130** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00665813. A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

131. Attached to this declaration as **Exhibit 131** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during discovery with the Bates number AMG_00665803. The audio recording is included at Exhibit 132.

132. **Exhibit 132** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00665803. A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

133. Attached to this declaration as **Exhibit 133** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during

discovery with the Bates number AMG_00665800. The audio recording is included at Exhibit 134.

134. **Exhibit 134** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00665800. A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

135. Attached to this declaration as **Exhibit 135** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during discovery with the Bates number AMG_00665799. The audio recording is included at Exhibit 136.

136. **Exhibit 136** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00665799. A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

137. Attached to this declaration as **Exhibit 137** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during discovery with the Bates number AMG_00665798. The audio recording is included at Exhibit 138.

138. **Exhibit 138** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00665798. A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

139. Attached to this declaration as **Exhibit 139** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during discovery with the Bates number AMG_00665795. The audio recording is included at Exhibit 140.

140. **Exhibit 140** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00665795. A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

141. Attached to this declaration as **Exhibit 141** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during discovery with the Bates number AMG_00665794. The audio recording is included at Exhibit 142.

142. **Exhibit 142** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00665794. A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

143. Attached to this declaration as **Exhibit 143** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during discovery with the Bates number AMG_00665783. The audio recording is included at Exhibit 144.

144. **Exhibit 144** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00665783. A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

145. Attached to this declaration as **Exhibit 145** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during discovery with the Bates number AMG_00665788. The audio recording is included at Exhibit 146.

146. **Exhibit 146** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00665788.

A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

147. Attached to this declaration as **Exhibit 147** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during discovery with the Bates number AMG_00665787. The audio recording is included at Exhibit 148.

148. **Exhibit 148** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00665787. A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

149. Attached to this declaration as **Exhibit 149** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during discovery with the Bates number AMG_00665782. The audio recording is included at Exhibit 150.

150. **Exhibit 150** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00665782. A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

151. Attached to this declaration as **Exhibit 151** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during discovery with the Bates number AMG_00386305. The audio recording is included at Exhibit 152.

152. **Exhibit 152** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00386305. A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

153. Attached to this declaration as **Exhibit 153** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during discovery with the Bates number AMG_00395407. The audio recording is included at Exhibit 154.

154. **Exhibit 154** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00395407. A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

155. Attached to this declaration as **Exhibit 155** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during discovery with the Bates number AMG_00397034. The audio recording is included at Exhibit 156.

156. **Exhibit 156** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00397034. A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

157. Attached to this declaration as **Exhibit 157** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during discovery with the Bates number AMG_00454921. The audio recording is included at Exhibit 158.

158. **Exhibit 158** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00454921. A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

159. Attached to this declaration as **Exhibit 159** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during

discovery with the Bates number AMG_00460208. The audio recording is included at Exhibit 160.

160. **Exhibit 160** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00460208. A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

161. Attached to this declaration as **Exhibit 161** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during discovery with the Bates number AMG_00431771. The audio recording is included at Exhibit 162.

162. **Exhibit 162** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00431771. A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

163. Attached to this declaration as **Exhibit 163** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00664898.

164. Attached to this declaration as **Exhibit 164** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00664899.

165. Attached to this declaration as **Exhibit 165** is a true and correct copy of an excerpt from a document produced by AMG during discovery with the Bates numbers AMG_00664918. The full document is available to the Court upon request.

166. Attached to this declaration as **Exhibit 166** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00020485.

167. The FTC maintains a consumer complaints database, known as the Consumer Sentinel Network ("Sentinel"). The database contains complaints that consumers file directly with the FTC and complaints that other law enforcement authorities and consumer protection organizations receive and forward to the FTC. Attached to this declaration as **Exhibit 167** is a

true and correct copy of the following fields – Complaint Date, Consumer First Name, Consumer Last Name, Company Website, Complaint Info Comments – excerpted from Sentinel, and representing consumer complaints against 500FastCash, Ameriloan, USFastCash, UnitedCashLoans, and OneClickCash for the time period November 14, 2007 to February 15, 2013. All fields contained in the database have been previously produced to the Defendants and are available to the Court upon request.

168. Attached to this declaration as **Exhibit 168** is a true and correct copy of the following fields – Complaint Date, Consumer First Name, Consumer Last Name, Company Website, Complaint Info Comments – excerpted from Sentinel and representing consumer complaints against 500FastCash, Ameriloan, USFastCash, UnitedCashLoans, and OneClickCash for the time period November 14, 2007 to February 15, 2013 in which the consumer specifically alleges in the Complaint Info Comments field that the Defendants disclosed the loan would cost a certain amount, but then charged a different and higher amount.

169. (Intentionally omitted.)

170. (Intentionally omitted.)

171. Attached to this declaration as **Exhibit 171** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00055828-41.

172. (Intentionally omitted.)

173. Attached to this declaration as **Exhibit 173** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG 00004095.

174. Attached to this declaration as **Exhibit 174** is a true and correct copy of a document produced by the FTC during discovery with the Bates numbers FTC-CLK-00014845-53. This document is a copy of one of Defendants' training documents obtained by the FTC from a former AMG employee: its appearance, contents, substance, internal patterns, and other distinctive characteristics resemble those of other training documents and call scripts produced by Defendants.

175. Attached to this declaration as **Exhibit 175** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00055826.

176. Attached to this declaration as **Exhibit 176** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00056621.

177. Attached to this declaration as **Exhibit 177** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00056510.

178. Attached to this declaration as **Exhibit 178** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00056285.

179. Attached to this declaration as **Exhibit 179** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00021430-32.

180. Attached to this declaration as **Exhibit 180** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00056656-57.

181. Attached to this declaration as **Exhibit 181** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG 00004400-6.

182. (Intentionally omitted.)

183. (Intentionally omitted.)

184. Attached to this declaration as **Exhibit 184** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during discovery with the Bates number AMG_00664880. The audio recording is included at Exhibit 185.

185. **Exhibit 185** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00664880. A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

186. Attached to this declaration as **Exhibit 186** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during

discovery with the Bates number AMG_00664883. The audio recording is included at Exhibit 187.

187. **Exhibit 187** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00664883. A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

188. Attached to this declaration as **Exhibit 188** is a true and correct copy of a transcript prepared at the request of the FTC of an audio recording produced by AMG during discovery with the Bates number AMG_00664881. The audio recording is included at Exhibit 189.

189. **Exhibit 189** to the FTC's summary judgment motion is a true and correct copy of an audio recording produced by AMG during discovery with the Bates number AMG_00664881. A disc containing the audio recording exhibits will be delivered to the Court's chambers at the conclusion of the summary judgment motion briefing.

190. Attached to this declaration as **Exhibit 190** is a true and correct copy of Red Cedar's Answer To FTC's Second Set Of Interrogatories.

191. Attached to this declaration as **Exhibit 191** is a true and correct copy of SFS's Answer To FTC's Second Set Of Interrogatories.

192. Attached to this declaration as **Exhibit 192** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00545885-87.

193. (Intentionally omitted.)

194. Attached to this declaration as **Exhibit 194** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00019315-18.

195. Attached to this declaration as **Exhibit 195** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00027128-32.

196. Attached to this declaration as **Exhibit 196** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00057032-33.

197. Attached to this declaration as **Exhibit 197** is a true and correct copy of a document produced by AMG during discovery with the Bates numbers AMG_00012196.

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

Executed this 30th day of September 2013.

/s/Nikhil Singhvi

Nikhil Singhvi

Attachment 2

EXHIBIT 22

**FILED UNDER SEAL PURSUANT TO COURT
ORDER DATED JANUARY 14, 2013**

Applicant: [REDACTED]
 Loan ID: UnitedCashLoans-[REDACTED]

Application

Date : 07/01/2011
 src: unitedcashloans.com 37743

Personal Information	
Applicant Name: [REDACTED]	Applicants Address: [REDACTED]
DOB: [REDACTED]	[REDACTED]
SS#: [REDACTED]	[REDACTED]
Home Phone #: [REDACTED]	Length at address: Unspecified
Fax Number: N/A	E-Mail address: [REDACTED]
Cell Number: [REDACTED]	Drivers License: [REDACTED]
Employment / Income Information	
Employer: [REDACTED]	Income comes from?: [REDACTED]
Your work phone: [REDACTED]	[REDACTED]
Length of Employment: 3 months	Monthly Take Home pay*: [REDACTED]
Position: [REDACTED]	Net pay each pay check*: [REDACTED]
Shift/Hours: [REDACTED]	Next four pay dates: [REDACTED]
Direct Deposit?: TRUE	Paid how often: [REDACTED]
Checking Account Information	
BANK NAME: [REDACTED]	ABA/ROUTING: [REDACTED]
ACCOUNT NUMBER: [REDACTED]	NEXT CHECK NUMBER: [REDACTED]
Personal References	
Ref #1 name: [REDACTED]	Ref #2 name: [REDACTED]
Ref #1 phone: [REDACTED]	Ref #2 phone: [REDACTED]
Ref #1 relationship: [REDACTED]	Ref #2 relationship: [REDACTED]

*or other source of income periodically deposited to your account. However, alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

NOTICE: We adhere to the Patriot Act and we are required by law to adopt procedures to request and retain in our records information necessary to verify your identity. Agreement to Arbitrate All Disputes: By signing below or electronically signing and to induce us, UnitedCashLoans, to process your application for a loan, you and we agree that any and all claims, disputes or controversies that we or our servicers or agents have against you or that you have against us, our servicers, agents, directors, officers and employees, that arise out of your application for one or more loans, the Loan Agreements that govern your repayment obligations, the loan for which you are applying or any other loan we previously made or later make to you, this Agreement To Arbitrate All Disputes, collection of the loan or loans, or alleging fraud or misrepresentation, whether under the common law or pursuant to federal or state statute or regulation, or otherwise, including disputes as to the matters subject to arbitration, shall be resolved by binding individual (and not class) arbitration by and under the Code of Procedure of the National Arbitration Forum ("NAF") in effect at the time the claim is filed. This agreement to arbitrate all disputes shall apply no matter by whom or against whom the claim is filed. Rules and forms of the NAF may be obtained and all claims shall be filed at any NAF office, on the World Wide Web at www.naf-forum.com, or at "National Arbitration Forum, P.O. Box 50191, Minneapolis, Minnesota 55405." If you are unable to pay the costs of arbitration, your arbitration fees may be waived by the NAF. The cost of a participatory hearing, if one is held at your or our request, will be paid for solely by us if the amount of the claim is \$15,000 or less. Unless otherwise ordered by the arbitrator, you and we agree to equally share the costs of a participatory hearing of the claim is for more than \$15,000 or less than \$75,000. Any participatory hearing will take place at a location near your residence. This arbitration agreement is made pursuant to a transaction involving interstate commerce. It shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon the award may be entered by any party in any court having jurisdiction. This Agreement to Arbitrate All Disputes is an independent agreement and shall survive the closing, funding, repayment and/or default of the loan for which you are applying.

NOTICE: YOU AND WE WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.

Agreement Not To Bring, Join Or Participate In Class Actions: To the extent permitted by law, by signing below or electronically signing you agree that you will not bring, join or participate in any class action as to any claim, dispute or controversy you may have against us or our agents, servicers, directors, officers and employees. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the costs we incur, including our court costs and attorney's fees, in seeking such relief. This agreement is not a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above. This agreement not to bring, join or participate in class action suites is an independent agreement and shall survive the closing, funding, repayment, and/or default of the loan for which you are applying.

Borrower's Electronic Signature to the above Agreements Appears Below

By signing below or electronically signing this Application you certify that all of the information provided above is true, complete and correct and provided to us, UnitedCashLoans, for the purpose of inducing us to make the loan for which you are applying. You also agree to the Agreement to Arbitrate All Disputes and the Agreement Not To Bring, Join Or Participate in Class Actions. You authorize UnitedCashLoans to verify all information that you have provided and acknowledge that this information may be used to verify certain past and/or current credit or payment history information from third party source(s). UnitedCashLoans may utilize Teletrack or other similar consumer-reporting agency for these purposes. We may disclose all or some of the nonpublic personal information about you that we collect to financial service providers that perform services on our behalf, such as the servicer of your short term loan, and to financial institutions with which we have joint marketing arrangements. Such disclosures are made as necessary to effect, administer and enforce the

loan you request or authorize and any loan you may request or authorize with other financial institutions with regard to the processing, funding, servicing, repayment and collection of your loan. (This Application will be deemed incomplete and will not be processed by us unless signed by you below.)

(X) (X) [Redacted]
Printed Name of Applicant

(X) 07/01/2011
Date

Privacy Policy

APPLICATION SUPPLEMENT

SHORT TERMS LOANS PROVIDE THE CASH NEEDED TO MEET IMMEDIATE SHORT-TERM CASH FLOW PROBLEMS. THEY ARE NOT A SOLUTION FOR LONGER TERM FINANCIAL PROBLEMS FOR WHICH OTHER KINDS OF FINANCING (SUCH AS CREDIT CARDS, AN OVERDRAFT LOAN OR A LOAN FROM FRIENDS OR FAMILY) MAY BE MORE APPROPRIATE AND AFFORDABLE. YOU MAY WANT TO DISCUSS YOUR FINANCIAL SITUATION WITH A NONPROFIT CREDIT COUNSELING SERVICE AVAILABLE TO CONSUMERS EXPERIENCING FINANCIAL PROBLEMS IN YOUR COMMUNITY.

YOU WILL BE CHARGED ADDITIONAL FEES IF YOU RENEW THIS LOAN. As an example, suppose you borrow \$200 for 14 days at an APR of 782.14%. The Finance Charge would be \$60.00. If you did not repay the loan at maturity but chose instead to renew the balance by obtaining a new loan in the same amount and for an additional 14-day period, you would incur an additional Finance Charge of \$60.00. So, if you renew the \$200 loan 4 times, the total Finance Charge you would be required to pay would be \$300.00. Moreover, if there were insufficient funds in your bank account on the date we attempted to effect an ACH debit entry to pay all or part of what you owe, you would incur a Return Item Fee of \$30.00. Your bank may also impose fees for returning ACH debit entries unpaid and, if this practice persists, may even cancel your deposit account.

PRIVACY POLICY: To view our Privacy Policy please [click here](#). The Privacy Policy can be viewed at http://unitedcashloans.com/?page=info_privacy.

RIGHT TO CANCEL: YOU MAY CANCEL THIS LOAN WITHOUT COST OR FURTHER OBLIGATION TO US, IF YOU DO SO BY THE END OF BUSINESS ON THE BUSINESS DAY AFTER THE LOAN PROCEEDS ARE DEPOSITED INTO YOUR CHECKING ACCOUNT.

To submit your cancellation form [click here](#). The cancellation form can be viewed at http://unitedcashloans.com/?page=docs_cancellation.

LOAN NOTE AND DISCLOSURE



Borrower's Name: [Redacted] **Date:** 07/01/2011 **ID#:** UnitedCashLoans-[Redacted]

Parties: In this Loan Note and Disclosure ("Note") you are the person named as Borrower above. "We" UnitedCashLoans are the lender (the "Lender"). All references to "we", "us" or "ourselves" mean the Lender. Unless this Note specifies otherwise or unless we notify you to the contrary in writing, all notices and documents you are to provide to us shall be provided to UnitedCashLoans at the fax number and address specified in this Note and in your other loan documents.

The Account: You have deposit account, No. [Redacted] ("Account"), at [Redacted] ("Bank"). You authorize us to effect a credit entry to deposit the proceeds of the Loan (the Amount Financed indicated below) to your Account at the Bank.

DISCLOSURE OF CREDIT TERMS: The information in the following box is part of this Note.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
------------------------	----------------	-----------------	-------------------

https://unitedcashloans.com/?page=preview_docs&unique_id=e34d4e38161f0717c2a638a868a... 7/1/2011

The cost of your credit as a yearly rate (e)	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made the scheduled payment.
456.25%	\$90.00	\$300.00	\$390.00

Your Payment Schedule will be: 1 payment of \$390.00 due on 2011-07-29, if you decline* the option of renewing your loan. If your pay date falls on a weekend or holiday and you have direct deposit, your account will be debited on the business day prior to your normal pay date. If renewal is accepted you will pay the finance charge of \$90.00 only, on 2011-07-29 You will accrue new finance charges with every renewal of your loan. On the due date resulting from a fourth renewal and every renewal due date thereafter, your loan must be paid down by \$50.00. This means your Account will be debited the finance charge plus \$50.00 on the due date. This will continue until your loan is paid in full. *To decline the option of renewal, you must select your payment options using the Account Summary link sent to your email at least three business days before your loan is due. **Security:** The loan is unsecured. **Prepayment:** You may prepay your loan only in increments of \$50.00. If you prepay your loan in advance, you will not receive a refund of any Finance Charge.(e) The Annual Percentage Rate is estimated based on the anticipated date the proceeds will be deposited to or paid on your account, which is 7-5-2011.

Itemization Of Amount Financed of \$300.00; Given to you directly: \$300.00; Paid on your account \$0

See below and your other contract documents for any additional information about prepayment, nonpayment and default.

Promise To Pay: You promise to pay to us or to our order and our assignees, on the date indicated in the Payment Schedule, the Total of Payments, unless this Note is renewed. If this Note is renewed, then on the Due Date, you will pay the Finance Charge shown above. This Note will be renewed on the Due Date unless at least three Business Days Before the Due Date either you tell us you do not want to renew the Note or we tell you that the Note will not be renewed. Information regarding the renewal of your loan will be sent to you prior to any renewal showing the new due date, finance charge and all other disclosures. As used in the Note, the term "Business Day" means a day other than Saturday, Sunday or legal holiday, that UnitedCashLoans is open for business. This Note may be renewed four times without having to make any principal payments on the Note. If this Note is renewed more than four times, then on the due date resulting from your fourth renewal, and on the due date resulting from each and every subsequent renewal, you must pay the finance charge required to be paid on that due date and make a principal payment of \$50.00. Any payment due on the Note shall be made by us effecting one or more ACH debit entries to your Account at the Bank. You authorize us to effect this payment by these ACH debit entries. You may revoke this authorization at any time up to three Business Days prior to the date any payment becomes due on this Note. However, if you timely revoke this authorization, you authorize us to prepare and submit a check drawn on your Account to repay your loan when it comes due. If there are insufficient funds on deposit in Your Account to effect the ACH debit entry or to pay the check or otherwise cover the Loan payment on the due date, you promise to pay Us all sums You owe by another form of payment other than personal check. We do not accept personal checks, however, if You send Us a check, You authorize Us to perform an ACH debit on that Account in the amount specified.

Return Item Fee: if sufficient funds are not available in the Account on the due date to cover the ACH debit entry or check, you agree to pay us a Return Item Fee of \$30.

Prepayment: The Finance Charge consists solely of a loan fee that is earned in full at the time the loan is funded. Although you may pay all or part of your loan in advance without penalty, you will not receive a refund or credit of any part or all of the Finance Charge.

Governing Law: Both parties agree that this Note and your account shall be governed by all applicable federal laws and all laws of the jurisdiction in which the Lender is located, regardless of which state you may reside, and by signing below or by your electronic signature, you hereby contractually consent to the exclusive exercise of regulatory and adjudicatory authority by the jurisdiction in which the Lenders is located over all matters related to this Note and your account, forsaking any other jurisdiction which either party may claim by virtue of residency.

Arbitration of All Disputes: You and we agree that any and all claims, disputes or controversies between you and us, any claim by either of us against the other (or the employees, officers, directors, agents, servicers or assigns of the other) and any claim arising from or relating to your application for this loan, regarding this loan or any other loan you previously or may later obtain from us, this Note, this agreement to arbitrate all disputes, your agreement not to bring, join or participate in class actions, regarding collection of the loan, alleging fraud or misrepresentation, whether under common law or pursuant to federal, state or local statute, regulation or ordinance, including disputes regarding the matters subject to arbitration, or otherwise, shall be resolved by binding individual (and not joint) arbitration by and under the Code of Procedure of the National Arbitration Forum ("NAF") in effect at the time the claim is filed. No class arbitration. All disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you. THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION. This agreement to arbitrate all disputes shall apply no matter by whom or against whom the claim is filed. Rules and forms of the NAF may be obtained and all claims shall be filed at any NAF office, on the World Wide Web at www.arb-forum.com, by telephone at 800-474-2371, or at "National Arbitration Forum, P.O. Box 50191, Minneapolis, Minnesota 55405." Your arbitration fees will be waived by the NAF in the event you cannot afford to pay them. The cost of any participatory, documentary or telephone hearing, if one is held at your or our request, will be paid for solely by us as provided in the NAF Rules and, if a participatory hearing is requested, it will take place at a location near your residence. This arbitration agreement is made pursuant to a transaction involving interstate commerce. It shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon the award may be entered by any party in any court having jurisdiction.

NOTICE: YOU AND WE WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION Agreement Not To Bring, Join Or Participate in Class Actions: To the extent permitted by law, you agree that you will not bring, join or participate in any class action as to any claim, dispute or controversy you may have against us, our employees, officers, directors, servicers and assigns. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the attorney's fees and court costs we incur in seeking such relief. This agreement does not constitute a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above.

Survival: The provisions of this Loan Note And Disclosure dealing with the Agreement To Arbitrate All Disputes and the Agreement Not To Bring, Join Or Participate In Class Actions shall survive repayment in full and/or default of this Note.

No Bankruptcy: By signing below or electronically signing you represent that you have not recently filed for bankruptcy and you do not plan to do so.

NOTICE: We adhere to the Patriot Act and we are required by law to adopt procedures to request and retain in our records information necessary to verify your identity.

By signing or electronically signing this Loan Note you certify that all of the information provided above is true, complete and correct and provided to us, UnitedCashLoans, for the purpose of inducing us to make the loan for which you are applying. By signing below or electronically signing you also agree to the Agreement to Arbitrate All Disputes and the Agreement Not To Bring, Join Or Participate in Class Actions. By signing or electronically signing this application you authorize UnitedCashLoans to verify all information that you have provided and acknowledge that this information may be used to verify certain past and/or current credit or payment history information from third party source(s). UnitedCashLoans may utilize Teletrack or other similar consumer-reporting agency for these purposes. We may disclose all or some of the nonpublic personal information about you that we collect to financial service providers that perform services on our behalf, such as the servicer of your short term loan, and to financial institutions with which we have joint marketing arrangements. Such disclosures are made as necessary to effect, administer and enforce the loan you request or authorize and any loan you may request or authorize with other financial institutions with regard to the processing, funding, servicing, repayment and collection of your loan. (This Application will be deemed incomplete and will not be processed by us unless signed by you below.)

(X)

Date: 07/01/2011

INSTRUCTIONS: YOU WILL BE ADVISED OF YOUR APPROVAL VIA PHONE OR EMAIL.

Print Name

v.1.1.27 -

Privacy Policy and Authorization Agreement



PRIVACY POLICY. Protecting your privacy is important to UnitedCashLoans and our employees. We want you to understand what information we collect and how we use it. In order to provide our customers with short term loans as effectively and conveniently as possible, we use technology to manage and maintain customer information. The following policy serves as a standard for all UnitedCashLoans employees for collection, use, retention, and security of nonpublic personal information related to our short term programs.

WHAT INFORMATION WE COLLECT. We may collect "nonpublic personal information" about you from the following sources: Information we receive from you on applications or other loan forms, such as your name, address, social security number, assets and income; Information about your loan transactions with us, such as your payment history and loan balances; and information we receive from third parties, such as consumer reporting agencies and other lenders, regarding your creditworthiness and credit history. "Nonpublic personal information" is nonpublic information about you that we obtain in connection with providing a short term loan to you. For example, as noted above, nonpublic personal information includes your name, social security number, payment history, and the like.

WHAT INFORMATION WE DISCLOSE. We are permitted by law to disclose nonpublic personal information about you to third parties in certain circumstances. For example, we may disclose nonpublic personal information about your short term loans to consumer reporting agencies and to government entities in response to subpoenas. Moreover, we may disclose all of the nonpublic personal information about you that we collect, as described above, to financial service providers that perform services on our behalf, such as the servicer of your short term loan, and to financial institutions with which we have joint marketing arrangements. Such disclosures are made as necessary to effect, administer and enforce the loan you request or authorize.

If you become an inactive customer, we will continue to adhere to the privacy policies and practices described in this notice.

OUR SECURITY PROCEDURES. We also take steps to safeguard customer information. We restrict access to nonpublic personal information about you to those of our and our marketers/servicers employees who need to know that information to provide short term loans to you. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

1. **BY SIGNING OR ELECTRONICALLY SIGNING BELOW YOU VERIFY BANK, RESIDENCE, AND EMPLOYMENT INFORMATION as printed in item 5 and 6.**
2. **UNLESS the authorization in item 6 below is properly and timely revoked, THERE WILL BE A \$30.00 FEE ON ANY ACH DEBIT ENTRY ITEMS THAT ARE RETURNED AT TIME OF COLLECTION.**
3. **YOU AUTHORIZE US to contact you at your place of employment or residence at any time up to 9:00 p.m., your local time.**
4. **YOU REPRESENT that you have NOT RECENTLY FILED FOR BANKRUPTCY and you DO NOT PLAN TO DO SO.**
5. **YOU REPRESENT that your employer remains [REDACTED] And your residence remains: [REDACTED]**

Please Enter any Changed information: _____

6. **You authorize us, UnitedCashLoans, or our servicer, agent, or affiliate to initiate one or more ACH debit entries (for example, at our option, one debit entry may be for the principal of the loan and another for the finance charge) to your Deposit Account indicated below for the payments that come due each pay period and/or each due date concerning every renewal, with regard to the loan for which you are applying. If your pay date falls on a weekend or holiday and you have direct deposit, your account will be debited the business day prior to your normal pay date. YOU REPRESENT that your Depository Institution named below, called BANK, which will receive and debit such entry to your Bank Account, remains:**

Bank Name [REDACTED]

Routing/ABA No. [REDACTED]

Account No. [REDACTED]

Please See Item 7, below, if any Information has changed.

This Authorization becomes effective at the time we make you the loan for which you are applying and will remain in full force and effect until we have received notice of revocation from you. This authorizes us to make debit entries with regard to any other loan you may have received with us. You may revoke this authorization to effect an ACH debit entry to your Account(s) by giving written notice of revocation to us, which must be received no later than 3 business days prior to the due date of your loan. However, if you timely revoke this authorization to effect ACH debit entries before the loan(s) is paid in full, you authorize us to prepare and submit one or more checks drawn on your Account(s) on or after the due date of your loan. This authorization to prepare and submit a check on your behalf may not be revoked by you until such time as the loan(s) is paid in full.

- 7. **if there is any change in your Bank information in item 6 above, you MUST PROVIDE US WITH A NEW BLANK CHECK FROM YOUR CHECKING ACCOUNT MARKED "VOID". You authorize us to correct any missing or erroneous information that you provide by calling the bank or capturing the necessary information from that check.**

8. **Payment Options:**

- a. **Renewal. Your loan will be renewed on every* due date unless you notify us of your desire to pay in full or to pay down your principal amount borrowed. You will accrue a new fee every time your loan is renewed. Any fees accrued will not go toward the principal amount owed.
* On your fifth renewal and every renewal thereafter, your loan will be paid down by \$50.00. This means your account will be debited for the finance charge plus \$50.00, this will continue until your loan is paid in full.**
- b. **Pay Down. You can pay down your principal amount by increments of \$50.00. Paying down will decrease the fee charge for renewal.**

- 9. **BY SIGNING OR ELECTRONICALLY SIGNING BELOW, YOU ACKNOWLEDGE READING AND AGREEING TO THE STATEMENTS IN ITEMS 2, 3, 4, AND 5, AND THE AUTHORIZATIONS IN ITEMS 6 AND 7, AND THE PAYMENT OPTIONS IN ITEM 8.**

- 10. **Agreement to be Contacted for Reactivation - As a convenience for our customers, once you have paid off your initial loan with us, we make obtaining reactivations easier. You acknowledge and agree that reactivations are subject to the terms contained herein and that by providing your electronic signature below you accept all reactivations on the terms contained herein. You acknowledge and agree that we may contact you via SMS text-message at the cellular number you have provided after you have paid off your initial loan to inquire as to your interest in obtaining a reactivation. You acknowledge and agree that any charges incurred for receipt of messages sent via SMS text-messaging or requiring the use of web browser via cellular phone to receive are solely your responsibility. Reactivations offered through this process will contain the same terms and conditions as the original loan. Should you desire a reactivation, you will be required to input your electronic signature into your cellular telephone which shall constitute your agreement to the statements in items 2, 3, 4, 5, the authorizations in items 6 and 7, the payment options in item 8, the privacy policy located at http://unitedcashloans.com/?page=info_privacy, and the terms of use located at http://unitedcashloans.com/?page=info_terms and your agreement to all other terms contained herein.**

07/01/2011
Date


Print Name of Applicant

Exhibit B



PLANET DEPOS®

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SUBJECT TO PROTECTIVE ORDER IN 2015-CFPB-0029

Transcript of **Manoj Hastak. Ph.D.**

Date: March 11, 2016

Case: Integrity Advance, LLC and James R. Carnes, In the matter of

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UNITED STATES OF AMERICA

Before the

CONSUMER FINANCIAL PROTECTION BUREAU

-----x

ADMINISTRATIVE PROCEEDING :

File No. 2015-CFPB-0029 :

In the matter of: :

INTEGRITY ADVANCE, LLC and :

JAMES R. CARNES. :

-----x

Deposition of MANOJ HASTAK, PH.D.

Washington, D.C.

Friday, March 11, 2016

9:45 a.m.

SUBJECT TO PROTECTIVE ORDER IN 2015-CFPB-0029

Job No.: 106250

Pages: 1 - 289

Reported by: Karen Young

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Deposition of MANOJ HASTAK, PH.D., held at the
offices of:

VENABLE LLP
575 Seventh Street, Northwest
Washington, D.C. 20004
(20) 344-4000

Pursuant to Notice, before Karen Young,
Notary Public of the District of Columbia.

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A P P E A R A N C E S

ON BEHALF OF THE CONSUMER

FINANCIAL PROTECTION BOARD:

WENDY J. WEINBERG, ESQUIRE

VIVIAN W. CHUM, ESQUIRE

ALUSHEYI J. WHEELER, ESQUIRE

CONSUMER FINANCIAL PROTECTION BUREAU

1700 G Street, Northwest

Washington, D.C. 20006-4702

(202) 435-7688

1 ON BEHALF OF INTEGRITY ADVANCE, LLC and
2 JAMES R. CARNES:
3 ALLYSON B. BAKER, ESQUIRE
4 PETER FRECHETTE, ESQUIRE
5 VENABLE LLP
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7 Washington, D.C. 20004
8 (202) 344-4000
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12 Rockefeller Center
13 1270 Avenue of the Americas
14 New York, New York 10020
15 (212) 307-5500
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1 so I did not do that.

2 Q Okay, we can have that common
3 understanding. And by empirical data, you mean what?

4 A I'm thinking of in some sense getting
5 consumer reactions or consumer responses to certain
6 communications.

7 Q Why didn't you conduct such a survey as
8 you've described it generally in this matter?

9 A Well, there are two kinds of studies that I
10 thought about when I first started looking at this
11 matter. One would be to simply test how consumers
12 might process other loan agreement. My sense was
13 that, again, without being able to replicate what I
14 call the consumer reality, which is that there's a
15 phone call going on and providing information at the
16 same time that consumers are processing the loan
17 agreement, I didn't see how one could replicate that
18 in a study, that simply doing a study with a loan
19 agreement wouldn't really add a lot more value than
20 doing this conceptual analysis based on a, in my
21 opinion, a well defined, well articulated framework,
22 the FTC guidelines.

1 Q Why is that?

2 A To me, in reviewing the loan agreement
3 document, the clarity, the quality of the disclosures
4 was fairly clear, and so in situations where I can
5 look at a document and evaluate its clarity based on
6 these guidelines, which I'm quite familiar with and
7 have used before, and also in a situation where I'm
8 unable to replicate the exact way in which consumers
9 might have encountered the document, my sense is that
10 there isn't a lot of added value to doing an
11 experiment. So that was kind of one source of data I
12 looked at.

13 Q Anything else?

14 A The other possibility is to do sort of
15 retrospective survey, survey consumers and ask them
16 about their recall of certain things associated with
17 the transaction they had with Integrity Advance.
18 Unfortunately, that approach also doesn't work well
19 here for a variety of reasons. First, there is the
20 passage of time. A lot of time has elapsed.

21 Now, I've done retrospective surveys where
22 time has elapsed in trying to assess consumer

1 take-away from a transaction, but the focus in those
2 studies has been on very memorable and broad
3 outcomes. One example would be people purchased a
4 business opportunity from a marketer and achieved no
5 success, made no money, for example. The fact that
6 people made no money is something that they tend to
7 remember, so it's fairly memorable. And you can
8 actually do a survey, assuming you have access to the
9 list of customers, you can draw a random sample, you
10 can actually assess the degree to which people were
11 successful.

12 But here, the issues of interest were more
13 subtle. The issues were how did people process that
14 loan application, how were the disclosures presented
15 to them. These are issues that are not easily
16 amenable to measurement by asking consumers, and time
17 becomes a particularly serious factor.

18 So I did consider ways in which one could
19 address issues empirically in this case, but I felt
20 on balance, that these were not avenues that would
21 yield truthful information.

22 Q You say that these issues are more subtle.

1 What is it you mean by that?

2 A So what we are interested in here is
3 whether people understood that rolling over the loan
4 will lead to significantly higher costs and whether
5 the disclosures in the loan agreement or other
6 documents people may have seen influenced those
7 take-aways. Not something they learned after the
8 fact, for example, right? Something that they
9 learned while they were making their decision about
10 selecting this loan.

11 To me, that's a subtle process issue. It's
12 not a simple outcome issue like did you get a loan or
13 what was the loan amount, right? Those are things
14 that you might expect people to remember better.
15 Again, time always creates memory problems, but you
16 may have a better shot at having people remember them
17 than these kind of issues that say what was your
18 understanding about the terms of the loan and the
19 costs at the time that you signed up for the loan.
20 That's not a question that's -- so that's what I mean
21 by a subtle issue that's not easily amenable to sort
22 of this retrospective survey.

1 Q Is it your understanding that the subtle
2 issue as you've just described it informs the
3 analysis that you put forward in this report?

4 A My analysis in the report is focused
5 directly on the disclosures in the document, and I'm
6 applying a well defined set of guidelines to evaluate
7 whether the disclosures in the document are clear and
8 conspicuous. So that problem doesn't arise when I
9 analyze the document using this framework. It's a
10 static document that I'm applying the framework to.

11 Q So I just want to make sure I understand.
12 It's your testimony that the actual experience that a
13 consumer would have had in reviewing the loan
14 agreement is not relevant to the analysis and
15 opinions you're offering in this case?

16 A No, I'm not saying that. What I'm saying
17 is that the best available evidence in my opinion
18 that can have a bearing on this case is evaluating
19 this loan agreement. There is no way in my opinion
20 to evaluate systematically empirically the actual
21 experience that consumers had because it was a
22 variable experience.

1 Q And do you believe that the actual
2 experience that consumers would have had is a
3 relevant factor in determining whether or not a loan
4 agreement provides a clear and conspicuous
5 disclosure?

6 A If I could assess the consumer experience,
7 and I've said that I don't know how one does that,
8 hypothetically, if there is a way to evaluate the
9 consumer experience, and that consumer experience is
10 static so that you can evaluate a transcript, for
11 example, then yes, that would have been an approach
12 that I would have used.

13 In the absence of that information and
14 having a document that we know all consumers looked
15 at that we know all consumers signed and we know
16 consumers had available to them if they chose to look
17 at it again, I felt that this analysis does provide
18 useful information about whether or not the
19 disclosures were clear and conspicuous. So just,
20 again, to make that point, my focus is only on the
21 loan agreement. That's what I focus on.

22 Q Dr. Hastak, in your work as a professor of