

IN THE STATE COURT OF COBB COUNTY  
STATE OF GEORGIA

JAMES E. STRONG and JAMES H.  
GREENE, in their individual and  
representative capacities,

Plaintiffs,

v.

GEORGIA CASH AMERICA, INC.; CASH  
AMERICA INTERNATIONAL, INC.;  
DANIEL R. FEEHAN; and JOHN DOES 1-  
10,

Defendants.

CIVIL ACTION FILE

No. 2004A 7104-6

**ANSWER TO PLAINTIFFS' SECOND AMENDED AND RESTATED  
CLASS ACTION COMPLAINT**

Defendants Georgia Cash America, Inc., Cash America International, Inc.,  
and Daniel R. Feehan (collectively, "Defendants"), by and through their  
undersigned counsel, hereby answer the Second Amended and Restated Class  
Action Complaint of James E. Strong and James H. Greene (collectively,  
"Plaintiffs") and respectfully show this court as follows:

**FIRST DEFENSE**

Plaintiffs' Complaint is barred in its entirety because Plaintiffs and  
Defendants are required by valid agreements to either individually arbitrate all  
claims under the Federal Arbitration Act, 9 U.S.C. sections 1-9, or to submit such  
claims to small claims court.

## **SECOND DEFENSE**

Plaintiffs' Complaint is barred because it fails to state a claim upon which relief may be granted.

## **THIRD DEFENSE**

Plaintiffs' Complaint is barred because Defendants are not a proper party to this action.

## **FOURTH DEFENSE**

Plaintiffs' Complaint is barred by the doctrine of waiver.

## **FIFTH DEFENSE**

Plaintiffs' Complaint is barred by the doctrine of estoppel.

## **SIXTH DEFENSE**

Plaintiffs' Complaint is barred because Plaintiffs executed Arbitration Agreements in which they agreed to individually arbitrate any claims against Defendants.

## **SEVENTH DEFENSE**

Plaintiffs' allegations of the existence of a class pursuant to O.C.G.A. § 9-11-23 are barred because Plaintiffs executed Arbitration Agreements in which they relinquished their right to serve as a representative or member of a class.

### **EIGHTH DEFENSE**

Plaintiffs' allegations of the existence of a cause of action pursuant to O.C.G.A. § 16-17-1 et seq. are barred because Plaintiffs obtained the loans they complain of prior to the effective date of O.C.G.A. § 16-17-1 et seq.

### **NINTH DEFENSE**

Plaintiffs' allegations of the existence of a cause of action pursuant to the Georgia RICO Act are barred because Plaintiffs obtained the loans they complain of prior to the effective date of the amendment of the Georgia RICO Act that allegedly created Plaintiffs' cause of action.

### **TENTH DEFENSE**

Plaintiffs attempt to assert claims against Defendants that are barred in whole or in part by the applicable statute of limitations that limit the recovery allowed by law for usury to usurious payments made within one year prior to the commencement of an action seeking recovery of the same.

### **ELEVENTH DEFENSE**

In response to the specific allegations of Plaintiffs' Complaint, Defendants respond as follows:

#### **Response to Plaintiffs' Preliminary Statement**

Plaintiffs' preliminary statement is a collection of legal conclusions which require no response. To the extent any response is required the preliminary

statement is denied.

**Response to Plaintiffs' Identification of the Parties, Jurisdiction, and Venue**

1. The allegations of Paragraph 1 of the Plaintiffs' Complaint are admitted.
  
2. The allegations of Paragraph 2 of the Plaintiffs' Complaint are admitted, except Defendant Cash America International, Inc. expressly denies that Hugh Simpson its current registered agent.
  
3. The allegations of Paragraph 3 of the Plaintiffs' Complaint are admitted.
  
4. Defendants are without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in Paragraph 4 of the Plaintiffs' Complaint and therefore said allegations are taken as denied.
  
5. Defendants are without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in Paragraph 5 of the Plaintiffs' Complaint and therefore said allegations are taken as denied.

6. Defendants are without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in Paragraph 6 of the Plaintiffs' Complaint and therefore said allegations are taken as denied.
7. Defendants are without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in Paragraph 7 of the Plaintiffs' Complaint and therefore said allegations are taken as denied.
8. The allegations of Paragraph 8 of the Plaintiffs' Complaint are admitted.
9. The allegations of Paragraph 9 of the Plaintiffs' Complaint are denied.
10. The allegations of Paragraph 10 of the Plaintiffs' Complaint are denied.
11. The allegations of Paragraph 11 of the Plaintiffs' Complaint are denied.

12. The allegations of Paragraph 12 of the Plaintiffs' Complaint are denied.
13. The allegations of Paragraph 13 of the Plaintiffs' Complaint are denied.
14. The allegations of Paragraph 14 of the Plaintiffs' Complaint are denied.
15. The allegations of Paragraph 15 of the Plaintiffs' Complaint are denied.
16. Defendants specifically deny the existence of a class under O.C.G.A. § 9-11-23. The remaining allegations of Paragraph 16 of the Plaintiffs' Complaint are denied.
17. Defendants specifically deny the existence of a class under O.C.G.A. § 9-11-23. The remaining allegations of Paragraph 17 of the Plaintiffs' Complaint are denied.

## **RESPONSE TO PLAINTIFFS' GENERAL ALLEGATION**

### **A. Response to The Roles of Defendants**

18. The allegations of Paragraph 18 of the Plaintiffs' Complaint are denied.

19. The allegations of Paragraph 19 of the Plaintiffs' Complaint are denied.

**B. Response to How the Loans are Made**

20. The allegations of Paragraph 20 of the Plaintiffs' Complaint are admitted, except that the Defendants expressly deny being the lender in any transaction.

21. The allegations of Paragraph 21 of the Plaintiffs' Complaint are admitted, except that the Defendants expressly deny being the lender in any transaction.

22. The allegations of Paragraph 22 of the Plaintiffs' Complaint are admitted, except that the Defendants expressly deny being the lender in any transaction.

23. The allegations of Paragraph 23 of the Plaintiffs' Complaint are denied. Defendants expressly deny being a lender in any transaction,

but admit that a fee is charged as part of a transaction. That fee varies based on the length of the loan and the annual percentage rate, therefore, it will also vary based on the length of the loan.

**C. Response to Senate Bill 157 (“SB 157”)**

24. Defendants are without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in Paragraph 24 of the Plaintiffs’ Complaint and therefore said allegations are taken as denied.
  
25. Defendants are without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in Paragraph 25 of the Plaintiffs’ Complaint and therefore said allegations are taken as denied.
  
26. Defendants are without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in Paragraph 26 of the Plaintiffs’ Complaint and therefore said allegations are taken as denied.



27. The allegations of Paragraph 27 of the Plaintiffs' Complaint are denied.
28. The allegations of Paragraph 28 of the Plaintiffs' Complaint are denied.
29. Defendants are without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in Paragraph 29 of the Plaintiffs' Complaint and therefore said allegations are taken as denied.

**RESPONSE TO PLAINTIFFS' SPECIFIC ALLEGATIONS AS TO  
PLAINTIFF JAMES E. STRONG**

30. The allegations of Paragraph 30 of the Plaintiffs' Complaint are denied.
31. The allegations of Paragraph 31 of the Plaintiffs' Complaint are denied.
32. Defendants admit that Plaintiff Strong obtained a loan of \$200, but Defendants expressly deny that any loan was made by Defendants.

Any remaining allegations in Paragraph 32 of Plaintiffs' Complaint are denied.

33. Defendants admit that Plaintiff Strong agreed to pay a finance charge of \$36.00 to obtain a loan of \$200, but Defendants expressly deny that any loan was made by Defendants and that any finance charge was charged by Defendants. Any remaining allegations in Paragraph 33 of Plaintiffs' Complaint are denied.

34. Defendants admit that Plaintiff Strong agreed to pay a finance charge that was the equivalent of an annual percentage rate of 252.692%, but Defendants expressly deny that any loan was made by Defendants, that any finance charge was charged by Defendants, and that any interest or annual percentage rate was set or charged by Defendants. Any remaining allegations in Paragraph 34 of Plaintiffs' Complaint are denied.

35. The allegations of Paragraph 35 of the Plaintiffs' Complaint are denied.

36. The allegations of Paragraph 36 of the Plaintiffs' Complaint are denied.
37. The allegations of Paragraph 37 of the Plaintiffs' Complaint are denied.
38. The allegations of Paragraph 38 of the Plaintiffs' Complaint are denied.
39. The allegations of Paragraph 39 of the Plaintiffs' Complaint are denied.
40. The allegations of Paragraph 40 of the Plaintiffs' Complaint are denied.
41. The allegations of Paragraph 41 of the Plaintiffs' Complaint are denied.
42. The allegations of Paragraph 42 of the Plaintiffs' Complaint are denied.

43. The allegations of Paragraph 43 of the Plaintiffs' Complaint are denied.
44. The allegations of Paragraph 44 of the Plaintiffs' Complaint are denied.
45. Defendants admit that the arbitration agreement agreed to by Plaintiff Strong precludes Plaintiff Strong from recovering punitive damages. The remaining allegations of Paragraph 45 of the Plaintiffs' Complaint are denied.
46. The allegations of Paragraph 46 of the Plaintiffs' Complaint are denied.

**RESPONSE TO PLAINTIFFS' SPECIFIC ALLEGATIONS AS TO  
PLAINTIFF JAMES E. GREENE**

47. Defendants are without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in Paragraph 47 of the Plaintiffs' Complaint and therefore said allegations are taken as denied.

48. The allegations of Paragraph 48 of the Plaintiffs' Complaint are denied.
  
49. Defendants admit that from May 2004 through June 2005, Plaintiff Greene obtained several loans, but Defendants expressly deny that any loan was made by Defendants. Any remaining allegations in Paragraph 49 of Plaintiffs' Complaint are denied.
  
50. Defendants admit that Plaintiff Greene agreed to pay a finance charge as part of obtaining loans from May 2004 through June 2005, but Defendants expressly deny that any loan was made by Defendants and that any finance charge was charged by Defendants. Any remaining allegations in Paragraph 50 of Plaintiffs' Complaint are denied.
  
51. The allegations of Paragraph 51 of the Plaintiffs' Complaint are denied.
  
52. The allegations of Paragraph 52 of the Plaintiffs' Complaint are denied.

53. The allegations of Paragraph 53 of the Plaintiffs' Complaint are denied.
54. The allegations of Paragraph 54 of the Plaintiffs' Complaint are denied.
55. The allegations of Paragraph 55 of the Plaintiffs' Complaint are denied.
56. The allegations of Paragraph 56 of the Plaintiffs' Complaint are denied.
57. The allegations of Paragraph 57 of the Plaintiffs' Complaint are denied.
58. The allegations of Paragraph 58 of the Plaintiffs' Complaint are denied.
59. The allegations of Paragraph 59 of the Plaintiffs' Complaint are denied.

60. Defendants admit that the arbitration agreement agreed to by Plaintiff Greene precludes Plaintiff Greene from recovering punitive damages. The remaining allegations of Paragraph 60 of the Plaintiffs' Complaint are denied.
61. The allegations of Paragraph 61 of the Plaintiffs' Complaint are denied.

**RESPONSE TO PLAINTIFFS' CLASS ACTION ALLEGATIONS**

62. Defendants deny that this action can be sustained as a class action under O.C.G.A. § 9-11-23. Any remaining allegations of Paragraph 62 of the Plaintiffs' Complaint are denied.
63. The allegations of Paragraph 63 of the Plaintiffs' Complaint are denied.
64. The allegations of Paragraph 64, including subparts a-q, of the Plaintiffs' Complaint are denied.
65. The allegations of Paragraph 65 of the Plaintiffs' Complaint are denied.

66. The allegations of Paragraph 66 of the Plaintiffs' Complaint are denied.
67. Defendants specifically deny that this action can be sustained as a class action under O.C.G.A. § 9-11-23. Any remaining allegations of Paragraph 67 of the Plaintiffs' Complaint are denied.
68. The allegations of Paragraph 68 of the Plaintiffs' Complaint are denied.
69. The allegations of Paragraph 69, including subparts a-b, of the Plaintiffs' Complaint are denied.
70. The allegations of Paragraph 70 of the Plaintiffs' Complaint are denied.
71. The allegations of Paragraph 71 of the Plaintiffs' Complaint are denied.

**Response to Plaintiffs' Class Definition**

72. Defendants specifically deny the existence of a class under O.C.G.A. § 9-11-23 and that Plaintiffs' are capable of serving as representatives



of a class. Any remaining allegations of Paragraph 72, including subparts A-C, of the Plaintiffs' Complaint are denied.

73. The allegations of Paragraph 73 of the Plaintiffs' Complaint are denied.

**RESPONSE TO PLAINTIFFS' FIRST CAUSE OF ACTION**  
**VIOLATION OF GEORGIA INDUSTRIAL LOAN ACT**

74. To the extent that Paragraph 74 of Plaintiffs' Complaint purports to reallege and incorporate the preceding paragraphs of Plaintiffs' Complaint, Defendants incorporate herein their defenses and responses to the above enumerated paragraphs of Plaintiffs' Complaint as if fully restated herein.

75. The allegations of Paragraph 75 of the Plaintiffs' Complaint are denied.

76. The allegations of Paragraph 76 of the Plaintiffs' Complaint are denied.

77. The allegations of Paragraph 77 of the Plaintiffs' Complaint are denied.

78. The allegations of Paragraph 78 of the Plaintiffs' Complaint are denied.
79. The allegations of Paragraph 79 of the Plaintiffs' Complaint are denied.
80. The allegations of Paragraph 80 of the Plaintiffs' Complaint are denied.
81. The allegations of Paragraph 81 of the Plaintiffs' Complaint are denied.

**RESPONSE TO PLAINTIFFS' SECOND CAUSE OF ACTION**  
**USURY**

82. To the extent that Paragraph 82 of Plaintiffs' Complaint purports to reallege and incorporate the preceding paragraphs of Plaintiffs' Complaint, Defendants incorporate herein their defenses and responses to the above enumerated paragraphs of Plaintiffs' Complaint as if fully restated herein.
83. The allegations of Paragraph 83 of the Plaintiffs' Complaint are denied.

84. The allegations of Paragraph 84 of the Plaintiffs' Complaint are denied.

85. The allegations of Paragraph 85 of the Plaintiffs' Complaint are denied.

86. The allegations of Paragraph 86 of the Plaintiffs' Complaint are denied.

87. The allegations of Paragraph 87 of the Plaintiffs' Complaint are denied.

**RESPONSE TO PLAINTIFFS' THIRD CAUSE OF ACTION**  
**VIOLATION OF SB 157 (ACT 440)**

88. To the extent that Paragraph 88 of Plaintiffs' Complaint purports to reallege and incorporate the preceding paragraphs of Plaintiffs' Complaint, Defendants incorporate herein their defenses and responses to the above enumerated paragraphs of Plaintiffs' Complaint as if fully restated herein.

89. The allegations of Paragraph 89 of the Plaintiffs' Complaint are denied.

90. The allegations of Paragraph 90 of the Plaintiffs' Complaint are denied.
91. The allegations of Paragraph 91 of the Plaintiffs' Complaint are denied.
92. The allegations of Paragraph 92 of the Plaintiffs' Complaint are denied.
93. The allegations of Paragraph 93 of the Plaintiffs' Complaint are denied.
94. The allegations of Paragraph 94 of the Plaintiffs' Complaint are denied.

**RESPONSE TO PLAINTIFFS' FOURTH CAUSE OF ACTION**  
**VIOLATIONS OF CHECK CASHING STATUTE**

95. To the extent that Paragraph 95 of Plaintiffs' Complaint purports to reallege and incorporate the preceding paragraphs of Plaintiffs' Complaint, Defendants incorporate herein their defenses and responses to the above enumerated paragraphs of Plaintiffs' Complaint as if fully restated herein.

96. The allegations of Paragraph 96 of the Plaintiffs' Complaint are denied.
97. The allegations of Paragraph 97 of the Plaintiffs' Complaint are denied.
98. The allegations of Paragraph 98 of the Plaintiffs' Complaint are denied.
99. The allegations of Paragraph 99 of the Plaintiffs' Complaint are denied.
100. The allegations of Paragraph 100 of the Plaintiffs' Complaint are denied.
101. The allegations of Paragraph 101 of the Plaintiffs' Complaint are denied.
102. The allegations of Paragraph 102 of the Plaintiffs' Complaint are denied.

103. The allegations of Paragraph 103 of the Plaintiffs' Complaint are denied.

**RESPONSE TO PLAINTIFFS' FIFTH CAUSE OF ACTION**  
**GEORGIA RICO**

104. To the extent that Paragraph 104 of Plaintiffs' Complaint purports to reallege and incorporate the preceding paragraphs of Plaintiffs' Complaint, Defendants incorporate herein their defenses and responses to the above enumerated paragraphs of Plaintiffs' Complaint as if fully restated herein.

105. The allegations of Paragraph 105 of the Plaintiffs' Complaint are denied.

106. The allegations of Paragraph 106 of the Plaintiffs' Complaint are denied.

107. The allegations of Paragraph 107 of the Plaintiffs' Complaint are denied.

108. The allegations of Paragraph 108 of the Plaintiffs' Complaint are denied.

109. The allegations of Paragraph 109 of the Plaintiffs' Complaint are denied.

110. The allegations of Paragraph 110 of the Plaintiffs' Complaint are denied.

111. The allegations of Paragraph 111 of the Plaintiffs' Complaint are denied.

112. The allegations of Paragraph 112 of the Plaintiffs' Complaint are denied.

113. The allegations of Paragraph 113 of the Plaintiffs' Complaint are denied.

**RESPONSE TO PLAINTIFFS' SIXTH CAUSE OF ACTION**  
**CONVERSION**

114. To the extent that Paragraph 114 of Plaintiffs' Complaint purports to reallege and incorporate the preceding paragraphs of Plaintiffs' Complaint, Defendants incorporate herein their defenses and responses to the above enumerated paragraphs of Plaintiffs' Complaint as if fully restated herein.

115. The allegations of Paragraph 115 of the Plaintiffs' Complaint are denied.

116. The allegations of Paragraph 116 of the Plaintiffs' Complaint are denied.

117. The allegations of Paragraph 117 of the Plaintiffs' Complaint are denied.

**RESPONSE TO PLAINTIFFS' ALLEGATIONS OF CONSPIRACY**

118. The allegations of Paragraph 118 of the Plaintiffs' Complaint are denied.

119. The allegations of Paragraph 119 of the Plaintiffs' Complaint are denied.

120. The allegations of Paragraph 120 of the Plaintiffs' Complaint are denied.

**RESPONSE TO PLAINTIFFS' LIMITATION OF CLAIMS**

121. The allegations of Paragraph 121 of the Plaintiffs' Complaint are denied.



122. The allegations of Paragraph 122 of the Plaintiffs' Complaint are denied.

123. The allegations of Paragraph 123 of the Plaintiffs' Complaint are denied.

124. The allegations of Paragraph 124 of the Plaintiffs' Complaint are denied.


**GENERAL DENIAL**

Each and every allegation in Plaintiffs' Complaint which is not specifically admitted is hereby specifically denied.

**WHEREFORE**, Defendants, having fully answered Plaintiffs' Complaint, pray that this action be stayed and the Court compel arbitration, that Plaintiffs take nothing, that class certification be denied, that Defendants recover their costs and attorneys fees incurred, and that Defendants be awarded such other and further relief as the Court deems proper.

Dated: August 1, 2006

Respectfully submitted,

By:   
\_\_\_\_\_

John G. Parker

Georgia Bar No. 562425

Donald H. Crawford II

Georgia Bar No. 141753

PAUL, HASTINGS, JANOFSKY &  
WALKER LLP

600 Peachtree Street, N.E.

Suite 2400

Atlanta, GA 30308-2222

Telephone: (404) 815-2400

Facsimile: (404) 815-2424

[Johnparker@paulhastings.com](mailto:Johnparker@paulhastings.com)

IN THE STATE COURT OF COBB COUNTY  
STATE OF GEORGIA

JAMES E. STRONG and JAMES H.  
GREENE, in their individual and  
representative capacities,

Plaintiff,

v.

GEORGIA CASH AMERICA, INC.; CASH  
AMERICA INTERNATIONAL, INC.;  
DANIEL R. FEEHAN; and  
JOHN DOES 1-10,

Defendants.

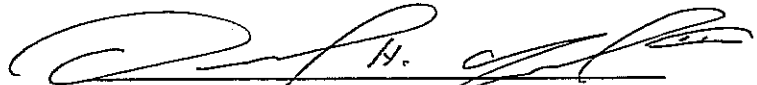
CIVIL ACTION FILE

No. 2004A 7104-6

**CERTIFICATE OF SERVICE**

On this 1st day of August, 2006, I served via Hand Delivery a copy of the  
**ANSWER TO PLAINTIFFS' SECOND AMENDED AND RESTATED**  
**CLASS ACTION COMPLAINT** on the following attorney of record:

Roy E. Barnes, Esq.  
The Barnes Law Group, LLC.  
31 Atlanta Street  
Suite 200  
Marietta, GA 30060



Donald H. Crawford II  
Georgia Bar No.: 141753