

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA**

JASON M. COX, <i>et al.</i> ,)	
)	
Plaintiffs,)	
)	
v.)	CIVIL ACTION FILE
)	
COMMUNITY LOANS OF AMERICA, INC.,)	NO. 4:11-CV-177-CDL
<i>et al.</i> ,)	
)	
Defendants.)	
_____)	

**ANSWER BY DEFENDANT COMMUNITY LOANS OF AMERICA, INC.,
TO PLAINTIFFS' THIRD AMENDED COMPLAINT**

DEFENDANT Community Loans of America, Inc. ("CLA"), in accordance with Federal Rules of Civil Procedure 12 and 15(a)(3), submits this Answer to the Third Amended Complaint for Damages and Corresponding Request for Declaratory and Injunctive Relief (the "Third Amended Complaint" (Dkt. 205)) filed by Plaintiffs Jason M. Cox, Estevan Castillo, Leo Thomas Tookes, Jr., and Alesia Lewis-Vinson, showing the Court the following:

The Preliminary Statement of the Third Amended Complaint summarizes the allegations of the numbered paragraphs of the Third Amended Complaint, and, as such, CLA answers those allegations in responding to those paragraphs. To the extent any other response to the Preliminary Statement is required, CLA denies the factual allegations contained in the Preliminary Statement, unless expressly admitted below.

1. CLA admits that this Court has subject matter jurisdiction over this case under 28 U.S.C. §§ 1331 and 1337, and that the Third Amended Complaint implicates a federal question under 10 U.S.C. § 987.

2. To the extent this Court has jurisdiction over certain claims in the Third Amended Complaint under 28 U.S.C. §§ 1331 and 1337, this Court may exercise supplemental jurisdiction under 28 U.S.C. § 1367.

3. CLA lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 3, which therefore stand denied.

4. CLA lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 4, which therefore stand denied.

5. CLA lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 5, which therefore stand denied.

6. CLA lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 6, which therefore stand denied.

7. CLA admits the allegations of paragraph 7.

8. CLA admits that affiliates of Defendant Community Loans of America, Inc. (“CLA”) conduct business in twenty-three states and Puerto Rico, including approximately forty-nine locations in Georgia, two of which are located in Muscogee County, Georgia. Except as expressly admitted, CLA denies the remaining allegations of paragraph 8.

9. CLA admits the allegations of paragraph 9.

10. CLA admits that Defendant Alabama Title Loans, Inc. (“ATL”) is an Alabama corporation wholly owned by CLA. Except as expressly admitted, CLA denies the remaining allegations of paragraph 10.

11. CLA admits that ATL conducts business at approximately forty-four locations in Alabama, including one storefront location at 1003 Highway 280 Bypass, Phenix City, Alabama. Except as expressly admitted, CLA denies the remaining allegations of paragraph 11.

12. CLA admits the allegations of paragraph 12.

13. CLA admits that Defendant Georgia Auto Pawn (“GAP”) is a Georgia corporation wholly owned by CLA with its principal place of business in the State of Georgia, located at 8601 Dunwoody Place, Atlanta, Georgia 30350. Except as expressly admitted, CLA denies the remaining allegations of paragraph 13.

14. CLA admits that GAP conducts business at approximately forty-nine locations in Georgia, including (i) one storefront location at 3748 Victory Drive, Columbus, Georgia, in Muscogee County, Georgia; (ii) one storefront location at 152 East Highway 40, Kingsland, Georgia, in Camden County, Georgia; and (iii) one storefront location at 5383 Victory Parkway, Columbus, Georgia, in Muscogee County, Georgia. Except as expressly admitted, CLA denies the remaining allegations of paragraph 14.

15. CLA admits the allegations of paragraph 15.

16. CLA admits that the following named entities are or were wholly owned subsidiaries of CLA or receive or received management services provided by CLA and share or shared certain officers, directors, or managing members in common with the officers or directors of CLA and, except as stated otherwise below, maintain or maintained the same principal place of business as CLA and GAP (8601 Dunwoody Place, Suite 406, Atlanta, Fulton County, Georgia):

16.1 Fast Auto Loans, Inc. (organized under the laws of Arizona), the principal place of business of which is c/o CT Corporation Systems, 2390 E. Camelback Rd., Phoenix, Arizona 85016.

16.2 Delaware Title Loans, Inc. (organized under the laws of Delaware);

16.3 Idaho Title Loans, Inc. (organized under the laws of Idaho);

16.4 Illinois Title Loans, Inc. (organized under the laws of Illinois);

16.5 Fast Auto and Payday Loans, Inc., which may do business from time to time as “Cash Cow” (organized under the laws of Louisiana);

16.6 Southern Fast Loans of Louisiana, Inc., which does business from time to time as “Cash Cow” (organized under the laws of Louisiana);

16.7 Mississippi Title Loans, Inc. (organized under the laws of Mississippi);

16.8 Missouri Title Loans, Inc. (organized under the laws of Missouri);

16.9 New England Auto Finance, Inc. (organized under the laws of New Hampshire);

16.10 New England Auto and Payday Loans, Inc. (organized under the laws of New Hampshire), which was incorrectly identified in the Third Amended Complaint as New England Auto and Pay Loans, Inc., is now known as New England Auto Finance, Inc., the corporation known from time to time by those names being one and the same;

16.11 New Mexico Title Loans, Inc. (organized under the laws of New Mexico), the principal place of business of which is 7105 Central Ave. NE, Albuquerque, New Mexico 87108;

16.12 Nevada Title and Payday Loans, Inc. (organized under the laws of Nevada);

16.13 PR Auto Loans, LLC (organized under the laws of Georgia);

16.14 Dakota Auto Title Loans, Inc. (organized under the laws of South Dakota);

16.15 Tennessee Title Loans, Inc. (organized under the laws of Tennessee);

16.16 Texas Title and Payday Loans, LLC (organized under the laws of Georgia);

16.17 Texas Car Title and Payday Loan Services, Inc. (organized under the laws of Texas);

16.18 Utah Title Loans, Inc. (organized under the laws of Utah), the principal place of business of which is 1050 S. State St., Orem, Utah 84058;

16.19 Wisconsin Auto Title Loans, Inc. (organized under the laws of Wisconsin).

17. CLA admits that this Court has personal jurisdiction over all entities listed above in response to paragraph 16 for the purposes of adjudicating this civil action and that venue is proper in this Court. Except as expressly admitted, CLA denies the remaining allegations of paragraph 17.

18. CLA lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 18, which therefore stand denied. To the extent paragraph 18 alleges the existence of potential parties whom Plaintiffs may attempt to add to this lawsuit in the future, despite the deadline for adding parties having passed, no response by CLA is required, though CLA reserves its right to object. To the extent paragraph 18 alleges that CLA, or any other Defendants named in this case, or any related entities did anything wrong, those allegations are denied.

19. CLA admits that the entities listed above in response to paragraph 16 are typically organized under the laws of the state in which each of them conducts most of its business. CLA admits that from time to time CLA provides or provided management services to the entities listed above in response to paragraph 16. Except as expressly admitted, CLA denies the remaining allegations of paragraph 19.

20. CLA denies that the individuals named in paragraph 20.1 and 20.2 aided or abetted any other Defendants or any other entities or persons in any “violations” alleged in the lawsuit.

20.1 CLA admits that Robert I. Reich is or was an officer, director, or managing member of the entities named as Defendants in this action, except for New England Auto Finance, Inc., New England Auto and Payday Loans, Inc., and Nevada Title and Payday Loans,

Inc. CLA further admits that Mr. Reich is subject to personal jurisdiction in this Court and that venue is proper in this Court. Except as expressly admitted, CLA denies the remaining allegations of paragraph 20.1.

20.2 CLA admits that Terry E. Fields is or was an officer, director, or managing member of the corporate entities named in this action. CLA further admits that Mr. Fields is subject to personal jurisdiction in this Court and that venue is proper in this Court. Except as expressly admitted, CLA denies the remaining allegations of paragraph 20.2.

21. CLA lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 21, which therefore stand denied. To the extent paragraph 21 alleges the existence of potential parties whom Plaintiffs may attempt to add to this lawsuit in the future, despite the deadline for adding parties having passed, no response by CLA is required, though CLA reserves its right to object. To the extent paragraph 21 alleges that CLA, or any other Defendants named in this case, or any related persons did anything wrong, those allegations are denied.

22. CLA admits that on or about August 10, 2011, ATL contracted with Par North America, a repossession company, to repossess the Dodge Durango, in accordance with the terms of Cox's pawn transaction with ATL and Alabama law. CLA admits that papers related to the repossession appear to be attached as "Exhibit B" to the Amended Complaint. Except as expressly admitted, CLA denies the remaining allegations of paragraph 22.

23. CLA admits that the repossession of the vehicle that Cox pledged to ATL in a pawn transaction occurred on the Ft. Benning Military Reservation in Muscogee County, Georgia. CLA admits that venue for this action is proper in this Court. Except as expressly admitted, CLA denies the remaining allegations of paragraph 23.

24. CLA admits that GAP operates two store locations in Muscogee County, Georgia. Except as expressly admitted, CLA denies the remaining allegations of paragraph 24.

25. To the extent paragraph 25 contains allegations to which a response is required, CLA denies such allegations. CLA further denies that the Military Lending Act (“MLA”) applies to all of the transactions at issue in this case.

26. To the extent paragraph 26 contains allegations to which a response is required, CLA denies such allegations. CLA further denies that the MLA applies to all of the transactions at issue in this case.

27. To the extent paragraph 27 contains allegations to which a response is required, CLA denies such allegations. CLA further denies that the MLA applies to all of the transactions at issue in this case.

28. To the extent paragraph 28 contains allegations to which a response is required, CLA denies such allegations. CLA further denies that the MLA applies to all of the transactions at issue in this case. CLA further denies that “Exhibit F” to the Amended Complaint constitutes the history and final regulations promulgated by the Secretary of Defense entitled *Limitations on Terms of Consumer Credit Extended to Service Members and Dependents; Final Rule*, 72 Fed. Reg. 50580 (Aug. 31, 2007) (codifying 32 C.F.R. pt. 232).

29. To the extent paragraph 29 contains allegations to which a response is required, CLA denies such allegations. CLA further denies that the MLA applies to all of the transactions at issue in this case.

30. To the extent paragraph 30 contains allegations to which a response is required, CLA denies such allegations. CLA further denies that the MLA applies to all of the transactions at issue in this case.

31. CLA lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 31, which therefore stand denied. CLA further denies that the MLA applies to all of the transactions at issue in this case.

32. CLA denies the allegations of paragraph 32.

33. CLA denies the allegations of paragraph 33.

34. CLA denies the allegations of paragraph 34.

35. CLA admits that CLA provided form documents that were used to prepare the pawn tickets that ATL issued to Cox and that CLA maintained electronic data related to each transaction between ATL and Cox. Except as expressly admitted, CLA denies the remaining allegations of paragraph 35.

36. In response to paragraph 36, CLA admits that Cox entered into a pawn transaction with ATL on or about July 2, 2010, at ATL's Phenix City location, and that the terms of that transaction are established by Alabama law and described in the transaction documents, which speak for themselves. Except as expressly admitted, CLA denies the remaining allegations of paragraph 36.

37. In response to paragraph 37, CLA admits that Cox presented a military ID when he entered into a pawn transaction with ATL on or about July 2, 2010. Except as expressly admitted, CLA denies the remaining allegations of paragraph 37.

38. In response to paragraph 38, CLA admits that Cox pledged the title to a 2002 Dodge Durango, bearing Vehicle Identification Number 1B4HS48N42F196509 as part of his pawn transaction entered into with ATL on or about July 2, 2010, as described in the transaction documents, which speak for themselves. Except as expressly admitted, CLA denies the remaining allegations of paragraph 38.

39. CLA denies the allegations of paragraph 39.

40. CLA denies the allegations of paragraph 40.

41. CLA lacks knowledge or information sufficient to form a belief as to what documents are in Cox's possession. CLA denies that ATL entered into a "consumer credit transaction" with Cox. CLA admits that the documents attached as "Exhibit C" to the Amended Complaint appear to be documents regarding Cox's pawn transactions with ATL. Except as expressly admitted, CLA denies the remaining allegations of paragraph 41.

42. In response to paragraph 42, CLA admits that the documents regarding Cox's transactions with ATL provide no information regarding the MLA because the MLA does not apply. Except as expressly admitted, CLA denies the remaining allegations of paragraph 42.

43. In response to paragraph 43, CLA admits that ATL and CLA made no verbal disclosures to Cox regarding the MLA because the MLA does not apply. Except as expressly admitted, CLA denies the allegations of paragraph 43.

44. In response to paragraph 44, CLA admits that Cox paid certain money to ATL between July 2, 2010, and June 1, 2011, but CLA denies that any payments were required of Cox. CLA lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 44, which therefore stand denied.

45. In response to paragraph 45, CLA admits that Cox did not pay ATL the amount required to redeem the title to the pawned vehicle on or before June 30, 2011, but CLA denies that any "balance" or other amount was "due." CLA lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 45, which therefore stand denied.

46. CLA denies that interest or a finance payment was required to be paid on June 30, 2011, but CLA admits that Cox did not pay ATL pawnshop charges on June 30, 2011. CLA lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 46, which therefore stand denied.

47. CLA denies the allegations of paragraph 47.

48. CLA lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 48, which therefore stand denied.

49. CLA lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 49, which therefore stand denied.

50. CLA lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 50, which therefore stand denied.

51. CLA admits that CLA provided form documents that were used to prepare the pawn tickets that GAP issued in the pawn transaction with Castillo. Except as expressly admitted, CLA denies the remaining allegations of paragraph 51.

52. In response to paragraph 52, CLA admits that Castillo entered into a pawn transaction with GAP on or about November 23, 2010, at GAP's Columbus location, and that the terms of that transaction are established by Georgia law and described in the transaction documents, which speak for themselves. Except as expressly admitted, CLA denies the remaining allegations of paragraph 52.

53. CLA admits that GAP was presented with a power of attorney for Castillo. CLA lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 53, which therefore stand denied.

54. CLA admits that the pawn transaction documents between GAP and Castillo were signed by or on behalf of Castillo and that Castillo is bound to the terms and conditions thereof. Except as expressly admitted, CLA denies the remaining allegations of paragraph 54.

55. In response to paragraph 55, CLA admits that, as part of the pawn transaction Castillo entered into with GAP, he sold and relinquished possession of the title to a 1994 Chevrolet Camaro, bearing Vehicle Identification Number 2G1FP22S6R2160579, as described in the transaction documents, which speak for themselves. Except as expressly admitted, CLA denies the remaining allegations of paragraph 55.

56. CLA denies the allegations of paragraph 56.

57. CLA denies the allegations of paragraph 57.

58. CLA lacks knowledge or information sufficient to form a belief as to what documents are in Castillo's possession. CLA denies that GAP entered into a "consumer credit transaction" with Castillo. CLA admits that the documents attached as "Exhibit D" to the Amended Complaint appear to be documents regarding Castillo's transaction with GAP. Except as expressly admitted, CLA denies the remaining allegations of paragraph 58.

59. In response to paragraph 59, CLA admits that the documents regarding Castillo's transaction with GAP provide no information regarding the MLA because the MLA does not apply. Except as expressly admitted, CLA denies the remaining allegations of paragraph 59.

60. In response to paragraph 60, CLA admits that GAP and CLA made no verbal disclosures to Castillo regarding the MLA because the MLA does not apply. Except as expressly admitted, CLA denies the remaining allegations of paragraph 60.

61. In response to paragraph 61, CLA admits that Castillo paid certain money to GAP between November 23, 2010, and November 1, 2011, but CLA denies that any payments were

required of Castillo. CLA lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 61, which therefore stand denied.

62. In response to paragraph 62, CLA admits that Castillo did not pay GAP the amount required to redeem the title to the pawned vehicle on or before November 30, 2011, but CLA denies that any “balance” or other amount was “due.” CLA lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 62, which therefore stand denied.

63. In response to paragraph 63, CLA denies interest or a finance payment was required to be paid on November 30, 2011, but CLA admits that Castillo did not pay GAP pawnshop charges on November 30, 2011. CLA lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 63, which therefore stand denied.

64. CLA denies the allegations of paragraph 64.

65. CLA admits that CLA provided form documents that were used to prepare the pawn tickets that GAP issued to Tookes. Except as expressly admitted, CLA denies the remaining allegations of paragraph 65.

66. In response to paragraph 66, CLA admits that Tookes entered into a pawn transaction with GAP on or about December 20, 2010, at GAP’s Kingsland location, and that the terms of that transaction are established by Georgia law and described in the transaction documents, which speak for themselves. Except as expressly admitted, CLA denies the remaining allegations of paragraph 66.

67. In response to paragraph 67, CLA admits that Tookes presented a military ID when he entered into a pawn transaction with GAP on or about December 20, 2010. Except as expressly admitted, CLA denies the remaining allegations of paragraph 67.

68. In response to paragraph 68, CLA admits that, as part of the pawn transaction Tookes entered into with GAP, he sold and relinquished possession of the title to a 1999 Jeep Grand Cherokee, bearing Vehicle Identification Number 1J4GW58S8XC563686, as described in the transaction documents, which speak for themselves. Except as expressly admitted, CLA denies the remaining allegations of paragraph 68.

69. CLA denies the allegations of paragraph 69.

70. In response to paragraph 70, CLA admits that on or before January 19, 2011, Tookes redeemed the title to the pawned vehicle by paying the amount set forth in the pawn ticket, including the pawnshop charges of \$189.37. Except as expressly admitted, CLA denies the allegations of paragraph 70.

71. In response to paragraph 71, CLA admits that Tookes entered into a pawn transaction with GAP on or about March 9, 2011, at GAP's Kingsland location, and that the terms of that transaction are established by Georgia law and described in the transaction documents, which speak for themselves. Except as expressly admitted, CLA denies the remaining allegations of paragraph 71.

72. CLA denies the allegations of paragraph 72.

73. In response to paragraph 73, CLA admits that, as part of the pawn transaction Tookes entered into with GAP, he sold and relinquished possession of the title to a 1999 Jeep Grand Cherokee, bearing Vehicle Identification Number 1J4GW58S8XC563686, as described in

the transaction documents, which speak for themselves. Except as expressly admitted, CLA denies the remaining allegations of paragraph 73.

74. CLA denies the allegations of paragraph 74.

75. CLA denies the allegations of paragraph 75.

76. CLA lacks knowledge or information sufficient to form a belief as to what documents are in Tookes's possession. CLA denies that GAP entered into a "consumer credit transaction" with Tookes. In response to paragraph 76, CLA admits that the documents attached as "Exhibit E" to the Amended Complaint appear to be documents regarding Tookes's transactions with GAP. Except as expressly admitted, CLA denies the remaining allegations of paragraph 76.

77. Denied as stated. In response to paragraph 77, CLA admits that the documents regarding Tookes's transactions with GAP provide no information regarding the MLA because the MLA does not apply. Except as expressly admitted, CLA denies the remaining allegations of paragraph 77.

78. In response to paragraph 78, CLA admits that GAP and CLA made no verbal disclosures to Tookes regarding the MLA because the MLA does not apply. Except as expressly admitted, CLA denies the remaining allegations of paragraph 78.

79. In response to paragraph 79, CLA admits that Tookes paid certain money to GAP between March 9, 2011, and January 20, 2012, but CLA denies that any payments were required of Tookes. CLA lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 79, which therefore stand denied.

80. CLA denies the allegations of paragraph 80.

81. In response to paragraph 81, CLA denies that any “balance” or other amount was or is “due,” and denies that the title was pledged as security for a loan. CLA lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 81, which therefore stand denied.

82. In response to paragraph 82, CLA denies that interest and finance payments were required. CLA lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 82, which therefore stand denied.

83. Plaintiffs omitted paragraph 83 from the Third Amended Complaint.

84. CLA admits that CLA provided form documents that were used to prepare the pawn tickets that GAP issued to Vinson. Except as expressly admitted, CLA denies the remaining allegations of paragraph 84.

85. CLA admits that from as early as December 10, 2007, through as late as March 1, 2012, Vinson entered into or extended the redemption date of pawn transactions with GAP through GAP’s storefront location at 5383 Veteran’s Parkway, Columbus, Georgia; in accordance with Georgia law, the redemption date for each pawn transaction was thirty days after consummation of the transaction. Except as expressly admitted, CLA denies the remaining allegations of paragraph 85.

86. CLA lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 86, which therefore stand denied.

87. In response to paragraph 87, CLA admits that, as part of the pawn transaction Vinson entered into with GAP, she and James Edward Vinson sold and relinquished possession of the title to a 1999 Mitsubishi Gallant ES, bearing Vehicle Identification Number

4A3AA46G4XE104076, as described in the transaction documents, which speak for themselves. Except as expressly admitted, CLA denies the remaining allegations of paragraph 87.

88. CLA denies the allegations of paragraph 88.

89. CLA denies the allegations of paragraph 89.

90. CLA denies the allegations of paragraph 90.

91. Denied as stated. In response to paragraph 91, CLA admits that the documents regarding Plaintiff Vinson's transactions with GAP provide no information regarding the MLA because the MLA does not apply. Except as expressly admitted, CLA denies the remaining allegations of paragraph 91.

92. In response to paragraph 92, CLA admits that GAP and CLA made no verbal disclosures to Vinson regarding the MLA because the MLA does not apply. Except as expressly admitted, CLA denies the remaining allegations of paragraph 92.

93. In response to paragraph 93, CLA admits that Vinson paid certain money to GAP between December 1, 2007, and March 1, 2012, but CLA denies that any payments were required of Vinson. CLA lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 93, which therefore stand denied.

94. In response to paragraph 94, CLA denies that any payments were required of Vinson and that any "balance" or other amount was or is "due" or "past due." CLA lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 94, which therefore stand denied.

95. In response to paragraph 95, CLA denies that the vehicle title was pledged as security for a loan and that any "balance" or other amount is "due" from Vinson. CLA lacks

knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 95, which therefore stand denied.

96. CLA lacks knowledge or information sufficient to form a belief as to what Vinson can afford to pay, which allegations therefore stand denied. CLA denies that any interest or finance payments are required under the pawn transaction between Vinson and GAP. CLA lacks knowledge or information sufficient to form a belief as to what documents are in Vinson's possession. CLA denies that GAP entered into a "consumer credit transaction" with Vinson. In response to paragraph 96, CLA responds that there is no "Exhibit A" attached to the Third Amended Complaint; CLA admits that the documents attached as "Exhibit A" to the Second Amended Complaint appear to be documents regarding Vinson's transactions with GAP. Except as expressly admitted, CLA denies the remaining allegations of paragraph 96.

97. In response to paragraph 97, CLA repeats, re-alleges, and incorporates by reference each and every answer to the allegations contained in the above-enumerated paragraphs of this Answer with the same force and effect as if fully set forth here.

98. CLA denies the allegations of paragraph 98.

99. CLA denies the allegations of paragraph 99.

100. In response to paragraph 100, CLA denies that Plaintiff Cox is entitled to the declaration he seeks or any other relief whatsoever.

101. In response to paragraph 101, CLA denies that Plaintiff Cox is entitled to the declaration he seeks or any other relief whatsoever.

102. In response to paragraph 102, CLA denies that Plaintiff Cox is entitled to the declaration he seeks or any other relief whatsoever.

103. In response to paragraph 103, CLA denies that Plaintiff Cox is entitled to the declaration he seeks or any other relief whatsoever.

104. In response to paragraph 104, CLA denies that Plaintiff Cox is entitled to the declaration he seeks or any other relief whatsoever.

105. In response to paragraph 105, CLA repeats, re-alleges, and incorporates by reference each and every answer to the allegations contained in the above-enumerated paragraphs of this Answer with the same force and effect as if fully set forth here.

106. In response to paragraph 106, CLA denies that a “consumer credit transaction” is at issue, but admits that an actual, present, and justiciable controversy exists between Castillo and GAP concerning their respective rights and duties and obligations arising from the pawn transactions between Castillo and GAP at issue in this case. Except as expressly admitted, CLA denies the remaining allegations of paragraph 106.

107. CLA denies the allegations of paragraph 107.

108. In response to paragraph 108, CLA denies that Castillo is entitled to the declaration he seeks or any other relief whatsoever.

109. In response to paragraph 109, CLA denies that Castillo is entitled to the declaration he seeks or any other relief whatsoever.

110. In response to paragraph 110, CLA denies that Castillo is entitled to the declaration he seeks or any other relief whatsoever.

111. In response to paragraph 111, CLA denies that Castillo is entitled to the declaration he seeks or any other relief whatsoever.

112. In response to paragraph 112, CLA denies that Castillo is entitled to the declaration he seeks or any other relief whatsoever.

113. In response to paragraph 113, CLA repeats, re-alleges, and incorporates by reference each and every answer to the allegations contained in the above-enumerated paragraphs of this Answer with the same force and effect as if fully set forth here.

114. In response to paragraph 114, CLA denies that a “consumer credit transaction” is at issue, but admits that an actual, present, and justiciable controversy exists between Tookes and GAP concerning their respective rights and duties and obligations arising from the pawn transactions between Tookes and GAP at issue in this case. Except as expressly admitted, CLA denies the remaining allegations of paragraph 114.

115. CLA denies the allegations of paragraph 115.

116. In response to paragraph 116, CLA denies that Tookes is entitled to the declaration he seeks or any other relief whatsoever.

117. In response to paragraph 117, CLA denies that Tookes is entitled to the declaration he seeks or any other relief whatsoever.

118. In response to paragraph 118, CLA denies that Tookes is entitled to the declaration he seeks or any other relief whatsoever.

119. In response to paragraph 119, CLA denies that Tookes is entitled to the declaration he seeks or any other relief whatsoever.

120. In response to paragraph 120, CLA denies that Tookes is entitled to the declaration he seeks or any other relief whatsoever.

121. CLA admits that with respect to Castillo, Tookes, and Vinson, this controversy is ripe for judicial decision, and declaratory relief is necessary and appropriate so that the parties may know the legal obligations that govern their present and future conduct and the merit of this litigation. Except as expressly admitted, CLA denies the remaining allegations of paragraph 121.

122. In response to paragraph 122, CLA repeats, re-alleges, and incorporates by reference each and every answer to the allegations contained in the above-enumerated paragraphs of this Answer with the same force and effect as if fully set forth here.

123. In response to paragraph 123, CLA denies that a “consumer credit transaction” is at issue, but admits that an actual, present, and justiciable controversy exists between Vinson and GAP concerning their respective rights and duties and obligations arising from the pawn transactions between Plaintiff Vinson and GAP at issue in this case. Except as expressly admitted, CLA denies the remaining allegations of paragraph 123.

124. CLA denies the allegations of paragraph 124.

125. In response to paragraph 125, CLA denies that Plaintiff Vinson is entitled to the declaration she seeks or any other relief whatsoever.

126. In response to paragraph 126, CLA denies that Plaintiff Vinson is entitled to the declaration she seeks or any other relief whatsoever.

127. In response to paragraph 127, CLA denies that Plaintiff Vinson is entitled to the declaration she seeks or any other relief whatsoever.

128. In response to paragraph 128, CLA denies that Plaintiff Vinson is entitled to the declaration she seeks or any other relief whatsoever.

129. In response to paragraph 129, CLA denies that Plaintiff Vinson is entitled to the declaration she seeks or any other relief whatsoever.

130. In response to paragraph 130, CLA repeats, re-alleges, and incorporates by reference each and every answer to the allegations contained in the above-enumerated paragraphs of this Answer with the same force and effect as if fully set forth here.

131. CLA denies the allegations of paragraph 131.

132. CLA denies the allegations of paragraph 132.

133. CLA denies the allegations of paragraph 133.

134. In response to paragraph 134, CLA repeats, re-alleges, and incorporates by reference each and every answer to the allegations contained in the above-enumerated paragraphs of this Answer with the same force and effect as if fully set forth here.

135. CLA denies the allegations of paragraph 135.

136. CLA denies the allegations of paragraph 136.

137. CLA denies the allegations of paragraph 137.

138. CLA denies the allegations of paragraph 138.

139. CLA denies the allegations of paragraph 139.

140. CLA denies the allegations of paragraph 140.

141. CLA denies the allegations of paragraph 141.

142. In response to paragraph 142, CLA repeats, re-alleges, and incorporates by reference each and every answer to the allegations contained in the above-enumerated paragraphs of this Answer with the same force and effect as if fully set forth here.

143. CLA denies the allegations of paragraph 143.

144. CLA denies the allegations of paragraph 144.

145. CLA denies the allegations of paragraph 145.

146. In response to paragraph 146, CLA repeats, re-alleges, and incorporates by reference each and every answer to the allegations contained in the above-enumerated paragraphs of this Answer with the same force and effect as if fully set forth here.

147. CLA denies the allegations of paragraph 147.

148. CLA denies the allegations of paragraph 148.

149. CLA denies the allegations of paragraph 149.

150. CLA admits that CLA, ATL, and GAP are legal entities organized and existing under the laws of Alabama and Georgia and are authorized to hold a legal beneficial interest in property. CLA further admits that Mr. Reich and Mr. Fields are individuals capable of holding a beneficial interest in property. CLA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 150, which therefore stand denied.

151. CLA denies the allegations of paragraph 151.

152. CLA denies the allegations of paragraph 152.

153. CLA denies the allegations of paragraph 153.

154. CLA denies the allegations of paragraph 154.

155. CLA denies the allegations of paragraph 155.

156. CLA denies the allegations of paragraph 156.

157. CLA denies the allegations of paragraph 157.

158. CLA denies the allegations of paragraph 158.

159. CLA denies the allegations of paragraph 159.

160. CLA denies the allegations of paragraph 160.

161. CLA denies the allegations of paragraph 161.

162. CLA denies the allegations of paragraph 162.

163. CLA denies the allegations of paragraph 163.

164. CLA denies the allegations of paragraph 164.

165. CLA denies the allegations of paragraph 165.

166. CLA denies the allegations of paragraph 166.

167. CLA denies the allegations of paragraph 167.

168. CLA responds that there is no “Exhibit B” attached to the Third Amended Complaint; CLA admits that “Exhibit B” to the Second Amended Complaint is a document titled “Plaintiffs’ Second Amended Responses to the Court’s RICO Interrogatories.” Except as expressly admitted, CLA denies the remaining allegations of paragraph 168.

169. In response to paragraph 169, CLA repeats, re-alleges, and incorporates by reference each and every answer to the allegations contained in the above-enumerated paragraphs of this Answer with the same force and effect as if fully set forth here.

170. CLA denies the allegations of paragraph 170. CLA notes that Plaintiffs plead their class claims in Count VI of the Third Amended Complaint under Federal Rule of Civil Procedure 23(b)(1)(B) and (b)(2) and that this Court denied class certification under Federal Rule of Civil Procedure (23)(b)(2) (Dkt. 204).

171. CLA denies the allegations of paragraph 171.

172. CLA denies the allegations of paragraph 172.

173. CLA denies the allegations of paragraph 173.

174. CLA denies the allegations of paragraph 174.

175. CLA denies the allegations of paragraph 175.

176. In response to paragraph 176, CLA denies that Plaintiffs are entitled to the declaration they seek or any other relief whatsoever.

177. In response to paragraph 177, CLA denies that Plaintiffs are entitled to the declaration they seek or any other relief whatsoever.

178. In response to paragraph 178, CLA denies that Plaintiffs are entitled to the declaration they seek or any other relief whatsoever.

179. In response to paragraph 179, CLA denies that Plaintiffs are entitled to the declaration they seek or any other relief whatsoever.

180. In response to paragraph 180, CLA denies that Plaintiffs are entitled to the injunction they seek or any other relief whatsoever.

181. CLA denies the allegations of paragraph 181.

182. CLA denies the allegations of paragraph 182.

183. CLA denies the allegations of paragraph 183.

184. CLA denies the allegations of paragraph 184.

185. CLA denies the allegations of paragraph 185.

186. CLA denies the allegations of paragraph 186.

187. CLA denies the allegations of paragraph 187.

188. CLA denies the allegations of paragraph 188.

189. CLA lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 189, which therefore stand denied. CLA states that it is aware of difficulties likely to be encountered in the management of this Court that would preclude its maintenance as a class action.

190. CLA lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 190, which therefore stand denied.

191. CLA denies the allegations of paragraph 191.

192. CLA denies the allegations of paragraph 192.

General Denial

CLA denies each and every allegation in the Third Amended Complaint not expressly admitted in this Answer and further denies that Plaintiffs are entitled to any relief whatsoever as against any Defendant, whether under the Third Amended Complaint or otherwise.

Defenses and Affirmative Defenses

First Defense

The Third Amended Complaint is barred in whole or in part by an arbitration clause.

Second Defense

The Third Amended Complaint fails to state a claim upon which relief can be granted as to some or all of Plaintiffs' claims.

Third Defense

The Third Amended Complaint is barred in whole or in part because the alleged conduct did not inflict irreparable harm or cause Plaintiffs to suffer damage.

Fourth Defense

The Third Amended Complaint is barred in whole or in part by the intra-corporate conspiracy immunity doctrine, to the extent Plaintiffs allege a conspiracy existed between the entity Defendants and their parents, subsidiaries, affiliates, employees, or agents.

Fifth Defense

The Third Amended Complaint is barred in whole or in part because Plaintiffs have failed to mitigate their alleged damages.

Sixth Defense

The Third Amended Complaint is barred in whole or in part by the voluntary payment doctrine.

Seventh Defense

The Third Amended Complaint is barred in whole or in part because no Plaintiff made payments under a mistake of fact.

Eighth Defense

The Third Amended Complaint is barred in whole or in part by a failure to demand payment.

Ninth Defense

The Third Amended Complaint is barred in whole or in part by the doctrine of setoff.

Tenth Defense

The Third Amended Complaint is barred in whole or in part by the doctrine of consent.

Eleventh Defense

The Third Amended Complaint is barred in whole or in part by the doctrines of waiver and estoppel.

Twelfth Defense

The Third Amended Complaint is barred in whole or in part by the doctrine of recoupment.

Thirteenth Defense

The Third Amended Complaint is barred in whole or in part by the rule of lenity.

Fourteenth Defense

The Third Amended Complaint is barred in whole or in part by a lack of standing.

Fifteenth Defense

The Third Amended Complaint is barred in whole or in part by the doctrine of mootness.

Sixteenth Defense

The Third Amended Complaint is barred in whole or in part by the doctrine of unclean hands.

Seventeenth Defense

The Third Amended Complaint is barred in whole or in part by the applicable statutes of limitation.

Eighteenth Defense

The Third Amended Complaint is barred in whole or in part by the doctrine of laches.

Nineteenth Defense

The Third Amended Complaint is barred in whole or in part by a failure to plead fraud with particularity.

Twentieth Defense

The Third Amended Complaint is barred in whole or in part to the extent the MLA is unconstitutionally vague.

Twenty-first Defense

The Third Amended Complaint is barred in whole or in part under the *Ex Post Facto* Clause of the Constitution to the extent the MLA could be applied to the pawn transactions at issue in this case.

Twenty-second Defense

The Third Amended Complaint is barred in whole or in part because the MLA did not create a private right of action, and no other applicable law gave or gives Plaintiffs or the putative class a private right of action for equitable relief or damages in respect of alleged violations of the MLA.

Twenty-third Defense

In the event that the Court determines that any Plaintiff or member of the putative class is entitled to declaratory, injunctive, other equitable (including restitution) relief or monetary remedy of any kind, then, to the extent such Plaintiff or member of the putative class has not done so already, such Plaintiff or member of the putative class must tender back to the appropriate Defendant the benefits received by such Plaintiff or member of the putative class in connection with the transaction(s) concerned, including a sum equal to the entire amount advanced together with the interest and/or pawnshop charges that would have been authorized under the MLA if the MLA applied to the transaction.

Twenty-fourth Defense

The Third Amended Complaint is barred in whole or in part to the extent claims are purportedly asserted in respect of transactions to which the MLA does not apply because the conditions described in 32 C.F.R. § 232.5(a)(1) and (a)(2) were met.

Twenty-fifth Defense

The Third Amended Complaint is barred in whole or in part to the extent claims are purportedly asserted on behalf of certain Defendants' customers who signed one or more "covered borrow identification statements" consistent with 32 C.F.R. § 232.5(a) indicating that he or she is not a covered borrower with whom consumer-credit transactions (as defined by the MLA) are governed by the MLA.

Twenty-sixth Defense

The Third Amended Complaint is barred in whole or in part by the doctrine of *in pari delicto*.

Twenty-seventh Defense

The Third Amended Complaint is barred in whole or in part by the knowledge element of any claim under the MLA.

Twenty-eighth Defense

Count V, paragraphs 146-168, of the Third Amended Complaint is barred by res judicata and the law of the case doctrine in that the Court has granted Defendants' motion for summary judgment on that Count.

Prayer for Relief

WHEREFORE, for its Answer, Defendant Community Loans of America, Inc., prays that the Third Amended Complaint for Damages and Corresponding Request for Declaratory and Injunctive Relief filed by Plaintiffs Jason M. Cox, Estevan Castillo, Thomas Tookes, Jr., and Alesia Lewis-Vinson and each of the purported causes of action and prayers be dismissed with prejudice; that the Court enter judgment in favor of CLA and against Plaintiffs; and that the Court award CLA its costs and attorney's fees and such other relief as the Court may deem just and proper.

This 7th day of April, 2014.

Respectfully submitted,

SMITH, GAMBRELL & RUSSELL, LLP

/s/ Stephen M. Forte

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**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA**

JASON M. COX, <i>et al.</i> ,)	
)	
Plaintiffs,)	
)	
v.)	CIVIL ACTION FILE
)	
COMMUNITY LOANS OF AMERICA, INC.,)	NO. 4:11-CV-177-CDL
<i>et al.</i> ,)	
)	
Defendants.)	
_____)	

CERTIFICATE OF SERVICE

THE UNDERSIGNED counsel for Defendant hereby certifies that this day he caused the foregoing **ANSWER BY DEFENDANT COMMUNITY LOANS OF AMERICA, INC., TO PLAINTIFFS' THIRD AMENDED COMPLAINT** to be electronically filed with the Clerk of Court using the CM/ECF system, which will automatically send email notification of such filing sufficient to constitute service to Plaintiffs' counsel:

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This 7th day of April, 2013.

/s/ Stephen M. Forte
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