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

JASON M. COX, ESTEVAN, CASTILLO, LEO THOMAS TOOKES, JR, and ALESIA LEWIS-VINSON, Individually, and on behalf of all others similarly situated,

Plaintiffs,

vs.

COMMUNITY LOANS OF AMERICA, INC., ALABAMA TITLE LOANS, INC., GEORGIA AUTO PAWN, INC., FAST AUTO LOANS, INC., DELAWARE TITLE LOANS, INC., IDAHO TITLE LOANS, INC., ILLINOIS TITLE LOANS, INC., FAST AUTO AND PAYDAY LOANS, INC., D/B/A CASH COW, SOUTHERN FAST LOANS OF LOUISIANA, INC. D/B/A CASH COW, MISSISSIPPI TITLE LOANS, INC., MISSOURI TITLE LOANS, INC., NEW ENGLAND AUTO FINANCE, INC., NEW ENGLAND AUTO AND PAY LOANS, INC., NEW MEXICO TITLE LOANS, INC., NEVADA TITLE AND PAYDAY LOANS, INC., PR AUTO LOANS, LLC, DAKOTA AUTO TITLE LOANS, INC., TENNESSEE TITLE LOANS, INC., TEXAS TITLE AND PAYDAY LOANS, LLC, TEXAS CAR TITLE AND PAYDAY LOAN SERVICES, INC., UTAH TITLE LOANS, INC., WISCONSIN AUTO TITLE LOANS,

CIVIL ACTION NO.

4:11-cv-00177-CDL

CLASS ACTION

INC., JOHN DOE CORPORATIONS 20- 900, ROBERT I. REICH, Individually, TERRY FIELDS, Individually, and JOHN DOE 3 – 10,

Defendants,

THIRD AMENDED COMPLAINT FOR DAMAGES AND CORRESPONDING REQUEST FOR DECLARATORY AND INJUNCTIVE RELIEF

Plaintiffs bring this action for declaratory, injunctive, and compensatory relief, including punitive damages, with the intent to stop and deter the Defendants from making title loans to, and repossessing the vehicles pledged as security from, service members in violation of the Military Lending Act. In support of the action, Plaintiffs show this Court as follows:

PRELIMINARY STATEMENT

This action solely implicates Defendants' practice of orchestrating and making "title loans" to active duty service members and their dependents in violation of the Military Lending Act of 2007 ("MLA"), which, among other practices, prohibits creditors from charging more than 36% APR and requiring the pledge a title to a vehicle as security of the obligation. Plaintiffs challenge the uniform and systematic practices used and orchestrated by the Defendants to make

virtually identical vehicle title loans the following 18 states, from October 1, 2007 through the present:

ALABAMA
ARIZONA
DELAWARE
GEORGIA
IDAHO
ILLINOIS
LOUISIANA
MISSISSIPPI
MISSOURI
NEVADA
NEW HAMPSHIRE
NEW MEXICO
PUERTO RICO
SOUTH DAKOTA
TENNESSEE
TEXAS
UTAH
WISCONSIN

As exemplified by the title loan documents attached to the Amended Complaint as Exhibits C, D & E, and incorporated herein, Defendants have a uniform and consistent practice of making and processing vehicle title loans that are non-compliant with the terms and requirements of the MLA and its implementing regulations. Plaintiffs assert Counts I through V in their individual capacity, and seek class certification of only Counts II & VI under Fed. R. Civ. P. Rule 23(b)(1)(B) and (b)(2) for declaratory, injunctive and equitable relief.

JURISDICTION, VENUE AND IDENTITY OF THE PARTIES

1. The jurisdiction of this Court in is invoked under the Military Lending Act of 2007, 10 U.S.C.A. § 987, and 28 U.S.C. §§ 1331 and 1337.

2. Jurisdiction of this Court for the pendant or supplemental claims is authorized by 28 U.S.C. § 1367.

3. Plaintiff Jason M. Cox ("COX") is a full-time active-duty member of the United States Army since October 2000, having earned the rank of an E-6, Staff Sergeant who, at the time of filing the initial Complaint resided with his family on post at Fort Benning Military Reservation, in Muscogee County Georgia.

4. Plaintiff Estevan Castillo ("CASTILLO") is a full-time active-duty member of the United States Army since 1989, having earned the rank of an E-8, Master Sergeant, and currently residing in Muscogee County, Georgia.

5. Plaintiff Leo Thomas Tookes, Jr. ("TOOKES") is a full-time active-duty member of the United States Marines since 2003 having earned the rank of an E-5, Sergeant, and residing in Camden County, Georgia.

6. Plaintiff Alesia Latrice Lewis-Vinson ("VINSON") is the lawful spouse of a full-time active-duty member of the United States Army since 2007 and currently resides in Columbus, Georgia.

7. Defendant Community Loans of America, Inc., ("CLA") is a Georgia corporation with its principal place of business located in the state of Georgia at 8601 Dunwoody Place, Suite 406, Atlanta, Fulton County, Georgia 30350.

8. CLA has a national presence, operating, orchestrating and directing the vehicle title lending practices of more than 900 title loan stores through various wholly owned subsidiaries or managed entities (hereinafter "CLA ENTITIES") in 22 states and Puerto Rico, including forty-four (44) locations in Georgia, at least four (4) of which are located in Muscogee County Georgia and in close proximity to Fort Benning Military Reservation.

9. CLA has already been served with process through its registered agent as follows: CT Advantage, 1201 Peachtree Street, N.E., Atlanta, Fulton County, Georgia 30361.

10. Defendants Alabama Title Loans, Inc. ("ATL") is one of the CLA ENTITIES and is an Alabama corporation wholly owned and directed by Defendant CLA, with its principal place of business in the state of Georgia, located at the same address as CLA, to wit: 8601 Dunwoody Place, Suite 406, Atlanta, Fulton County, Georgia 30350.

11. Pursuant to the corporate policies and procedures established and orchestrated by CLA, ATL conducts vehicle title lending operations at Forty-Nine (49) locations in Alabama, including one storefront location at 1003 Highway 280

Bypass, Phenix City, Alabama 36867, which is in close proximity to the Fort Benning Military Reservation.

12. ATL has already been served with process through its registered agent as follows: CT Corporation System, 2 North Jackson Street, Suite 605, Montgomery, AL 36104.

13. Defendant Georgia Auto Pawn, ("GAP") is one of the CLA ENTITIES, a Georgia corporation wholly owned by Defendant CLA with its principal place of business located at the same address as CLA & ATL, to wit: 8601 Dunwoody Place, Suite 406, Atlanta, Fulton County, Georgia 30350.

14. Pursuant to the corporate policies and procedures established and orchestrated by CLA, GAP conducts vehicle title lending operations at Forty-Four (44) locations in Georgia, including one storefront location at 3748 Victory Drive, Columbus, Georgia 31903, which is in Muscogee County, Georgia, in close proximity to the Fort Benning Military Reservation, one storefront location at 152 East Highway 40, Kingsland, Georgia 31548, in Camden County, Georgia, which is in close proximity to Naval Submarine Base, Kings Bay and one storefront location at 5383 Veterans Parkway, Columbus, Georgia 31904, which is in Muscogee County, Georgia, in close proximity to the Fort Benning Military Reservation.

15. GAP has already been served with process through its registered agent as follows: CT Corporation System, 1201 Peachtree Street, N.E., Atlanta, Fulton County, Georgia 30361.

16. The following Defendants (initially named as a John Doe Corporations 1 - 19) are CLA ENTITIES which are wholly owned subsidiaries or managed entities under CLA's direct control and supervision that utilize and follow the same corporate processes and procedures to make vehicle title loans, share common officers, directors and/or managing members as those operating CLA, and maintain the same principal place of business in Georgia as CLA, ATL and GAP (to wit; 8601 Dunwoody Place, Suite 406, Atlanta, Fulton County, Georgia 30350):

16.1 **Fast Auto Loans, Inc.** (created in Arizona);

16.2 **Delaware Title Loans, Inc.** (created in Delaware);

16.3 **Idaho Title Loans, Inc.** (created in Idaho)

16.4 **Illinois Title Loans, Inc.** (created in Illinois);

16.5 **Fast Auto and Payday Loans, Inc., d/b/a Cash Cow** (created in Louisiana);

16.6 **Southern Fast Loans of Louisiana, Inc. d/b/a Cash Cow** (created in Louisiana);

16.7 **Mississippi Title Loans, Inc.** (created in Mississippi);

16.8 **Missouri Title Loans, Inc.** (created in Missouri);

16.9 **New England Auto Finance, Inc.** (created in New Hampshire);

16.10 **New England Auto and Pay Loans, Inc.** (created in New Hampshire);

16.11 **New Mexico Title Loans, Inc.** (created in New Mexico);

16.12 **Nevada Title and Payday Loans, Inc.** (created in Nevada);

16.13 **PR Auto Loans, LLC** (created in Georgia);

16.14 **Dakota Auto Title Loans, Inc.** (created in South Dakota);

16.15 **Tennessee Title Loans, Inc.** (created in Tennessee);

16.16 **Texas Title and Payday Loans, LLC** (created in Georgia);

16.17 **Texas Car Title and Payday Loan Services, Inc.** (created in Texas);

16.18 **Utah Title Loans, Inc.** (created in Utah);

16.19 **Wisconsin Auto Title Loans, Inc.** (created in Wisconsin).

17. This Court's jurisdiction and venue are appropriate as to the CLA ENTITIES listed in paragraph 16 above in that they were created by and at the direction of CLA for the same purposes, have one or more officers, directors and/or managing members in common from Atlanta, Georgia, and have the same principle place of business located in Atlanta, Georgia, through which their operations are controlled. These Defendants will be served with process of this Second Amended Complaint as provided by law.

18. JOHN DOE CORPORATIONS 20–900 are as yet formally unidentified CLA ENTITES conducting vehicle title lending operations throughout

22 states and/or Puerto Rico, which are either wholly owned subsidiaries of Defendant CLA, or affiliates of Defendant CLA used to process vehicle title loans. (See Exhibit A, attached to Amended Complaint and incorporated herein for a preliminary list of CLA storefronts; see also DOC #s 9 & 12, Corporate Disclosure of Defendant CLA.)

19. The CLA ENTITIES and JOHN DOE CORPORATIONS 20 – 900 are typically organized under the laws of the state in which they conduct most or all of their business. Though differently formed corporate entities, CLA directs, operates and/or provides management services to the CLA ENTITIES and the JOHN DOE CORPORATIONS, with the authority to act on their behalf. When JOHN DOE CORPORATIONS 20 – 900 become identified through formal discovery, they will be added through amendment and served as required by law.

20. The following Defendants (initially named as John Doe Defendants 1 & 2) are the principals or individuals aiding and abetting Defendants in the violations complained of this suit:

20.1 ROBERT I. REICH ("REICH") is an officer, director and/or managing member of the corporate entities named in this action and is responsible for their title lending actions and activities being orchestrated from Atlanta, Georgia. REICH is subject to the jurisdiction and venue of this Court and will be served as provided by law.

20.2 TERRY E. FIELDS is an officer, director and/or managing member of the corporate entities named in this action and is responsible for their title lending actions and activities being orchestrated from Atlanta, Georgia. Fields is subject to the jurisdiction and venue of this Court and will be served as provided by law.

21. JOHN DOE 3 -10 are as yet formally unidentified persons who are the principals or individuals aiding and abetting Defendants in the violations complained of in this suit. When these JOHN DOEs become identified through formal discovery, they will be added through amendment and served as required by law.

22. On August 10, 2011, Defendants CLA and ATL, through their established and uniform corporate policies, procedures and practices, repossessed Plaintiff Cox's 2002 Dodge Durango from his military housing located at 5395 Spearhead Avenue, Ft. Benning, Georgia, in Muscogee County. A copy of the papers effecting the repossession of Plaintiff Cox's 2002 Dodge Durango is attached "Exhibit B" to the Amended Complaint, which is incorporated herein.

23. Because the act of repossession occurred in Muscogee County within the federal property of the Ft. Benning Military Reservation, venue of this Court is proper as to all parties pursuant to 28 U.S.C.A. § 1391(b)(2) & (c) and 18 U.S.C.A. § 1965(a). Defendants CLA and GAP, through their established uniform corporate

policies, procedures and practices, have repeatedly threatened to repossess Plaintiff Estevan Castillo's 1994 Chevrolet Camaro from his residence in Muscogee County.

24. Defendants CLA and GAP also operate at least four title loan locations in Muscogee County, Georgia, and venue is proper before this Court pursuant to 28 U.S.C.A. 1391(c) and 18 U.S.C.A. § 1965(a).

GENERAL ALLEGATIONS
The Military Lending Act of 2007, 10 U.S.C. § 987

25. The United States Congress passed the Military Lending Act of 2007 (hereinafter "MLA") as part of the John Warner National Defense Authorization Act for Fiscal Year 2007, Section 670, which affords special protections to active duty service members and their dependents concerning the consumer credit transactions at issue in this case.

26. The MLA prohibits a "creditor" from extending certain kinds of "consumer credit" to covered members of the armed forces with an annual percentage rate of interest ("APR") greater than thirty-six percent (36%) and directs the Secretary of Defense to prescribe regulations to carry out the purpose of the MLA, specifically to include definitions for terms "creditor" and "consumer credit."

27. The MLA also requires creditors to provide certain mandatory loan disclosures, orally and in writing, before issuance of credit.

28. The regulations implementing the requirements and limitations of the MLA were finalized on August 31, 2007 and specifically include "vehicle title loans" within the meaning of "consumer credit" transactions covered by the MLA. (A copy of 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) is was attached as "Exhibit F" to the Amended Complaint and is incorporated herein by reference.)

29. Among other limitations, the MLA also provides that it is unlawful for any creditor to extend consumer credit to covered members and their dependents in which the creditor:

(a.) Rolls over, renews, repays, refinances or consolidates any consumer credit extended to the borrower by the same creditor with the proceeds of other credit;

(b.) Requires the borrower to waive right to legal recourse under any otherwise applicable provisions of State or Federal law;

(c.) Requires the borrower to submit to arbitration or imposes onerous legal notices in the case of a dispute; or

(d.) Uses the title of a vehicle as security for the obligation.

30. The MLA expressly provides the following penalties and remedies for its violation:

(a.) A creditor knowingly violating the MLA is subject to fine and/or imprisonment;

(b.) The rights and remedies of the MLA are in addition to any remedy otherwise available under the law, including an award for consequential and punitive damages;

(c.) Any credit agreement, promissory note or other contract prohibited by the MLA is void from inception;

(d.) No agreement to arbitrate any dispute involving the extension of consumer credit shall be enforceable against any covered member or dependent.

31. Plaintiffs COX, ESTEVAN, TOOKES, and VINSON and the absent class members are a "Covered Borrower" subject to the requirements and limitations imposed by the MLA.

32. Defendants are a "Creditor" subject to the requirements and limitations imposed by the MLA in that they:

(a.) Are natural persons, organizations, corporations, partnerships, associations, trusts, or other business entities;

(b.) Regularly engage in the business of extending consumer credit covered by the MLA;

(b.) Provide and/or receive management services related to the business of extending consumer credit covered by the MLA; and

(c.) Create corporate charters, open and/or maintain bank accounts to conduct the business of extending consumer credit covered by the MLA.

33. The underlying vehicle title loan transactions at issue in this case constitute "Consumer Credit" subject to the requirements and limitations imposed by the MLA.

34. Regardless of the name ascribed or referred, Defendants typically consider and treat the transactions at issue in this case as "vehicle title loans" or the extension of credit, and publically represent and hold themselves out as creditors of such transactions under state and federal law. (See, e.g., court filings in case of *CLA et. al. v. Bank of America, N.A.*, 1:08-cv-03311-JOF (N.D. Ga. 2008) incorporated herein; See also exemplar bankruptcy filings in Alabama and Georgia bankruptcy courts, attached as "Exhibit H" to the Amended Complaint and incorporated herein.)

Plaintiff Cox's Consumer Credit Transactions And Repossession of His Vehicle

35. At all times material hereto Defendant CLA established, orchestrated and directed ATL's operations as a wholly owned subsidiary pertaining to the title

loans at issue in this case by providing ATL with the approval to make the loan to Plaintiff Cox, supplying the loan documents used to memorialize the loan, guarantying funding the loan itself and maintaining the data related to each and every credit transaction entered by Cox.

36. On or about July 2, 2010, Plaintiff Cox entered into a vehicle title loan transaction with an ATL storefront located at 1003 Highway 280 Bypass, Phenix City, Alabama 36867, for the principal amount of $3,000.00, repayable within approximately thirty (30) days, and coinciding with the date of his military pay date.

37. In entering the initial title loan, Plaintiff Cox presented a Georgia Military ID, establishing that he was an active duty member of the United States Army.

38. As a condition of obtaining the initial vehicle title loan, Plaintiff Cox was required to provide and relinquish the title to his 2002 Dodge Durango, bearing Vehicle Identification Number 1B4HS48N42F196509.

39. As a condition of obtaining the initial vehicle title loan, Plaintiff Cox was charged an interest rate of 146%, exceeding more than four (4) times the 36% APR authorized by the MLA.

40. Through information maintained in CLA's computer systems, the initial vehicle title loan was rolled over, renewed and/or refinanced multiple times from

its inception through June 1, 2011, each time with an interest rate exceeding more than three (3) times the 36% APR authorized by the MLA.

41. The documents in Plaintiff Cox's possession memorializing the consumer credit transactions at issue in this case are attached the Amended Complaint as "Exhibit C" and incorporated herein.

42. None of the documents memorializing the vehicle title loan and extensions thereof provided Plaintiff Cox with any disclosures that as an active duty of the military he was entitled to important protections affecting his rights, including the maximum limitation of 36% APR, as required by the MLA and implementing regulations.

43. Defendants ATL and CLA made no verbal disclosures to Plaintiff Cox that as an active duty of the military he was entitled to important protections affecting his rights, including the maximum limitation of 36% APR, as required by the MLA and implementing regulations.

44. In order to prevent his 2002 Dodge Durango from being repossessed, Plaintiff Cox made every payment required of him through June 1, 2011.

45. On June 30, 2011, Plaintiff Cox could not afford to and did not pay the balance due in order to redeem the title to his vehicle.

46. On June 30, 2011, Plaintiff Cox could not afford to and did not make the interest and finance payment required to defer, rollover, renew or refinance the loan another thirty (30) days.

47. After Plaintiff Cox failed to make a payment, Defendant ATL made repeated collection calls for the unpaid balance of the title loan, declaring Plaintiff Cox to be in default of his obligation to repay the title loan and threatening repossession if Plaintiff Cox did not make further payments.

48. On August 10, 2011, Plaintiff Cox received a phone call from a Lieutenant at the Ft. Benning Provost Marshall's office, ordering Plaintiff Cox to surrender the keys to the 2002 Dodge Durango pursuant to a repossession order presented by Defendants' repossession agent, PAR North America, in Carmel, Indiana.

49. Because a Lieutenant outranks a Staff Sergeant and violating a Superior Commissioned Officer's order is a violation of the Uniform Code of Military Justice, Plaintiff Cox delivered the keys to the Ft. Benning Military Police Station as instructed.

50. After the keys were delivered, the Ft. Benning Provost Marshall's office escorted Defendants' repossession agent to Plaintiff Cox's military base housing, where the vehicle was seized and driven away.

Plaintiff Castillo's Consumer Credit Transactions and Threatened Repossession of His Vehicle

51. At all times material hereto Defendant CLA established, orchestrated and directed GAP's operations as a wholly owned subsidiary pertaining to the title loans at issue in this case by providing GAP with the approval to make the loan to Plaintiff Castillo, supplying the loan documents used to memorialize the loan, and guarantying funding the loan itself.

52. On or about November 23, 2010, Plaintiff Castillo entered into a vehicle title loan transaction at Defendant's GAP storefront located at 3748 Victory Drive Columbus, Georgia 31904, for the principal amount of $600.00, repayable within approximately thirty (30) days.

53. In entering the initial vehicle title loan, Defendants GAP and CLA were presented with Plaintiff Castillo's Military ID, a power of attorney, and Castillo's current deployment orders, establishing that he was an active duty member of the United States Army deployed in Iraq.

54. In entering the initial vehicle title loan, Defendants CLA and GAP accepted Castillo's signature through an agent and have since bound Castillo to the terms and conditions of the vehicle title loan and deferments and renewals thereof.

55. As a condition of making the initial title loan, Defendant's CLA and GAP required Plaintiff Castillo to provide and relinquish the title to his 1994 Chevrolet Camaro, bearing Vehicle Identification Number 2G1FP22S6R2160579.

56. As a condition of making the initial title loan, Plaintiff Castillo was charged an interest rate of 152.08 %, exceeding more than four (4) times the 36% APR authorized by the MLA.

57. Plaintiff Castillo's initial title loan was deferred, rolled over, renewed and/or refinanced multiple times from its inception through November 1, 2011, each time with an interest rate exceeding more than four (4) times the 36% APR authorized by the MLA.

58. The documents in Plaintiff Castillo's possession memorializing the consumer credit transactions at issue in this case are attached to the Amended Complaint as "Exhibit D" and incorporated herein.

59. None of the documents memorializing the title loan and extensions thereof provided Plaintiff Castillo with any disclosures that as an active duty of the military he was entitled to important protections affecting his rights, including the maximum limitation of 36% APR, as required by the MLA and implementing regulations.

60. Defendants GAP and CLA made no verbal disclosures to Plaintiff Castillo that as an active duty of the military he was entitled to important protections affecting his rights, including the maximum limitation of 36% APR, as required by the MLA and implementing regulations.

61. In order to prevent his 1994 Chevrolet Camaro from being repossessed, Plaintiff Castillo made all payments required of him through November 1, 2011.

62. On November 30, 2011, Plaintiff Castillo could not afford to and did not pay the balance due in order to obtain the title to the vehicle pledged as security for the loan.

63. On November 30, 2011, Plaintiff Castillo could not afford to and did not make the interest and finance payment required to defer, rollover, renew or refinance the vehicle title loan for another thirty (30) days.

64. After Plaintiff Castillo failed to make a payment, GAP made repeated collection calls for the unpaid balance of the title loan, declaring Plaintiff Castillo to be in default of his obligation to repay the title loan and threatening repossession if Plaintiff Castillo did not make further payment arrangements.

Plaintiff Tookes' Consumer Credit Transactions

65. At all times material hereto Defendant CLA established, orchestrated and directed GAP's operations as a wholly owned subsidiary pertaining to the title loans at issue in this case by providing GAP with the approval to make the loan to Plaintiff Tookes, supplying the loan documents used to memorialize the loan, and guarantying funding the loan itself.

66. On or about December 20, 2010, Plaintiff Tookes entered into a vehicle title loan at Defendant GAP's storefront located at 1952 East Highway 40,

Kingsland, Georgia 31548 for the principal amount of $1,500.00, repayable within approximately thirty (30) days.

67. In entering the initial vehicle title loan, Defendants GAP and CLA were presented with Plaintiff Tooke's Military ID establishing that he was an active duty member of the United States Marines.

68. As a condition of making the initial title loan, Defendant's CLA and GAP required Plaintiff Tookes to provide and relinquish the title to his 1999 Jeep Grand Cherokee, bearing Vehicle Identification Number 1J4GW58s8xc563686.

69. As a condition of making the initial title loan, Plaintiff Tookes was charged an interest rate of 152.08 %, exceeding more than four (4) times the 36% APR authorized by the MLA.

70. On or before the due date of January 19, 2011, Plaintiff Tooke's paid the Total of Payments due to obtain title to his vehicle, which included the initial amount financed, plus a finance charge of $189.37.

71. On or about March 9, 2011, Tookes entered into a vehicle title loan transaction at Defendant GAP's storefront located at 1952 East Highway 40, Kingsland, Georgia 31548 for the principal amount of $2,000.00 repayable within approximately thirty (30) days.

72. In entering the initial vehicle title loan, Defendants GAP and CLA utilized the information contained within their computers establishing that he was an active duty member of the United States Marines.

73. As a condition of obtaining the initial title loan, Defendant's CLA and GAP required Plaintiff Tookes to provide and relinquish the title to his 1999 Jeep Grand Cherokee, bearing Vehicle Identification Number 1J4GW58S8XC563686.

74. As a condition of making the initial title loan, Plaintiff Tookes was charged an interest rate of 152.08 %, exceeding more than four (4) times the 36% APR authorized by the MLA.

75. The vehicle title loan was deferred rolled over, renewed and/or refinanced multiple times through the present, each time with an interest rate exceeding more than four (4) times the 36% APR authorized by the MLA.

76. The documents in Plaintiff Tookes' possession memorializing the consumer credit transactions at issue in this case are attached to the Amended Complaint "Exhibit E" and incorporated herein.

77. None of the documents memorializing the title loan and extensions thereof provided Plaintiff Tookes with any disclosures that as an active duty of the military he was entitled to important protections affecting his rights, including the maximum limitation of 36% APR, as required by the MLA and implementing regulations.

78. Defendants GAP and CLA made no verbal disclosures to Plaintiff Tookes that as an active duty of the military he was entitled to important protections affecting his rights, including the maximum limitation of 36% APR, as required by the MLA and implementing regulations.

79. In order to prevent his 1999 Jeep Grand Cherokee from being repossessed, Plaintiff Tookes has made all payments required of him from initiation of the loan through January 20, 2012.

80. Despite having made every payment required of him since March 2011, Plaintiff Tookes has not extinguished the balance due on the vehicle title loan and the balance owed is now past due, subjecting his vehicle to the possibility of repossession.

81. Plaintiff Tookes cannot afford to pay the balance due in order to obtain the title to the vehicle pledged as security for the loan.

82. Plaintiff Tookes cannot afford to continue making interest and finance payments required to defer, rollover, renew or refinance the vehicle title loan.

Plaintiff Vinson's Consumer Credit Transaction

84. At all times material hereto Defendant CLA established, orchestrated and directed GAP's operations as a wholly owned subsidiary pertaining to the title loans at issue in this case by providing GAP with the approval to make the loan to

Plaintiff Vinson, supplying the loan documents used to memorialize the loans, and guarantying funding the loan itself.

85. Beginning on or about December 10, 2007 through March 1, 2012, Plaintiff Vinson entered into or renewed numerous vehicle title loans at Defendant GAP's storefront located at 5383 Veteran's Parkway, Columbus, Georgia, with each loan being due for repayment 30 days later.

86. In entering the initial vehicle title loan, Defendants GAP and CLA were presented with Plaintiff Vinson's Military ID establishing that she was the spouse of an active duty member of the United States Army.

87. As a condition of making the initial title loan, Defendant's CLA and GAP required Plaintiff Vinson to provide and relinquish the title to her 1999 Mitsubishi Galant, bearing Vehicle Identification Number 4A3AA46G4XE104076.

88. As a condition of making the title loans, Plaintiff Vinson was charged an interest rate of 152.08 %, exceeding more than four (4) times the 36% APR authorized by the MLA.

89. In entering the initial vehicle title loan, Defendants GAP and CLA utilized the information contained within their computers establishing that Vinson was the spouse of an active duty member of the United States Army.

90. The initial vehicle title loan was deferred rolled over, renewed and/or refinanced multiple times through the present, each time with an interest rate exceeding more than four (4) times the 36% APR authorized by the MLA.

91. None of the documents memorializing the title loan and extensions thereof provided Plaintiff Vinson with any disclosures that as the spouse of an active duty member of the military she was entitled to important protections affecting her rights, including the maximum limitation of 36% APR, as required by the MLA and implementing regulations.

92. Defendants GAP and CLA made no verbal disclosures to Plaintiff Vinson that as the spouse of an active duty member of the military she was entitled to important protections affecting her rights, including the maximum limitation of 36% APR, as required by the MLA and implementing regulations.

93. In order to prevent her vehicle from being repossessed, Plaintiff Vinson made all payments required of her from initiation of the loan through March 30, 2012.

94. Despite having made every payment required of her, Plaintiff Vinson has not extinguished the balance due on the vehicle title loan and the balance owed is now past due, subjecting her vehicle to the possibility of repossession.

95. Plaintiff Vinson cannot afford to pay the balance due in order to obtain the title to the vehicle pledged as security for the loan.

96. Plaintiff Vinson cannot afford to continue making interest and finance payments required to defer, rollover, renew or refinance the vehicle title loan.[1]

COUNT I
PLAINTIFFS' REQUEST FOR DECLARATORY RELIEF UNDER 28 U.S.C. §§ 2201, 2202

A. Cox Request for Declaratory Relief

97. Individually, Plaintiff Cox re-alleges and incorporates by reference the above-enumerated paragraphs of the Complaint as though fully restated herein.

98. There exists an actual, present and justiciable controversy between Plaintiff Cox and the Defendants CLA and ATL concerning their respective rights and duties and obligations under the consumer credit transactions at issue in this case.

99. Defendants CLA and ATL violated Plaintiff Cox's individual rights under the MLA by entering into an unlawful vehicle title loan transaction and thereafter wrongfully repossessing Cox's 2002 Dodge Durango pledged as security.

100. Individually, Plaintiff Cox requests the Court to declare that the underlying title loan transactions entered into with Defendants CLA and ATL are consumer credit transactions subject to the protections and limitations of the MLA.

[1] The title loan documents in Plaintiff Vinson's possession memorializing the consumer credit transactions at issue in this case are incorporated herein and attached hereto as "**Exhibit A**."

101. Individually, Plaintiff Cox requests the Court to declare that Defendants CLA and ATL are creditors subject to the requirements and limitations of the MLA.

102. Individually, Plaintiff Cox requests the Court to declare that the vehicle title loans made to him, and all renewals thereafter, are unlawful and void from inception.

103. Individually, Plaintiff Cox requests the Court to declare that the arbitration agreements contained his vehicle title loan documents are unenforceable.

104. Individually, Plaintiff Cox requests the Court declare that the default on the vehicle title loan and subsequent repossession of his 2002 Dodge Durango pledged as security for the underlying title loans was wrongful and that Cox was entitled to have his vehicle and title returned, free and clear of any encumbrance associated with the title loan.

B. Castillo's Request for Declaratory Relief

105. Individually, Plaintiff Castillo re-alleges and incorporates by reference the above-enumerated paragraphs of the Complaint as though fully restated herein.

106. There exists an actual, present and justiciable controversy between Plaintiff Castillo and the Defendants CLA and GAP concerning their respective rights and duties under the consumer credit transactions at issue in this case.

107. Defendants CLA and GAP violated Plaintiff Castillo's individual rights under the MLA by entering into an unlawful vehicle title loan transaction and thereafter threatening to repossess Castillo's 1994 Chevrolet Camaro pledged as security.

108. Individually, Plaintiff Castillo requests the Court to declare that the underlying title loan transactions entered into with Defendants CLA and GAP are consumer credit transactions subject to the protections and limitations of the MLA.

109. Individually, Plaintiff Castillo requests the Court to declare that Defendants CLA and GAP are creditors subject to the requirements and limitations of the MLA.

110. Individually, Plaintiff Castillo requests the Court to declare that the vehicle title loan made to him, and all renewals thereafter, were unlawful and void from inception.

111. Individually, Plaintiff Castillo requests the Court to declare that the arbitration agreements contained his vehicle title loan documents are unenforceable.

112. Individually, Plaintiff Castillo requests the Court declare that repossessing his 1994 Chevrolet Camaro pledged as security for the underlying title loans would be wrongful, and that Castillo is entitled to have his vehicle title returned, free and clear of any encumbrance associated with the title loan.

C. Tookes' Request for Declaratory Relief

113. Individually, Plaintiff Tooke's re-alleges and incorporates by reference the above-enumerated paragraphs of the Complaint as though fully restated herein.

114. There exists an actual, present and justiciable controversy between Plaintiff Tookes and the Defendants CLA and GAP concerning their respective rights and duties under the consumer credit transactions at issue in this case.

115. Defendants CLA and GAP violated Plaintiff Tookes' individual rights under the MLA by entering into unlawful vehicle title loans transaction and thereafter threatening to repossess Tooke's 1999 Chevrolet Jeep Grand Cherokee pledged as security.

116. Individually, Plaintiff Tookes requests the Court to declare that the underlying title loan transactions entered into with Defendants CLA and GAP are consumer credit transactions subject to the protections and limitations of the MLA.

117. Individually, Plaintiff Tookes requests the Court to declare that Defendants CLA and GAP are creditors subject to the requirements and limitations of the MLA.

118. Individually, Plaintiff Tookes requests the Court to declare that the vehicle title loans made to him, and all renewals thereafter, were unlawful and void from inception.

119. Individually, Plaintiff Tookes requests the Court to declare that the arbitration agreements contained his vehicle title loan documents are unenforceable.

120. Individually, Plaintiff Tookes requests the Court declare that repossessing his 1999 Jeep Grand Cherokee pledged as security for the underlying title loans would be wrongful, and that Tooke's is entitled to have his vehicle title returned, free and clear of any encumbrance associated with the title loan.

121. 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.

D. Vinson's Request For Declaratory Relief

122. Individually, Plaintiff Vinson re-alleges and incorporates by reference the above-enumerated paragraphs of the Complaint as though fully restated herein.

123. There exists an actual, present and justiciable controversy between Plaintiff Vinson and the Defendants CLA and GAP concerning their respective rights and duties under the consumer credit transactions at issue in this case.

124. Defendants CLA and GAP violated Plaintiff Vinson's individual rights under the MLA by entering into an unlawful vehicle title loan transaction and thereafter threatening to repossess Vinson's 1999 Mitsubishi Galant pledged as security.

125. Individually, Plaintiff Vinson requests the Court to declare that the underlying title loan transactions entered into with Defendants CLA and GAP are consumer credit transactions subject to the protections and limitations of the MLA.

126. Individually, Plaintiff Vinson requests the Court to declare that Defendants CLA and GAP are creditors subject to the requirements and limitations of the MLA.

127. Individually, Plaintiff Vinson requests the Court to declare that the vehicle title loan made to her, and all renewals thereafter, were unlawful and void from inception.

128. Individually, Plaintiff Vinson requests the Court to declare that the arbitration agreements contained her vehicle title loan documents are unenforceable.

129. Individually, Plaintiff Vinson requests the Court declare that repossessing her 1998 Mitsubishi Galant pledged as security for the underlying title loans would be wrongful, and that Vinson is entitled to have her vehicle title returned, free and clear of any encumbrance associated with the title loan.

COUNT II
VIOLATION OF THE MLA

130. Plaintiffs Cox, Castillo, Tookes, and Vinson re-allege and incorporate by reference the above-enumerated paragraphs of the Complaint as though fully restated herein.

131. In accordance with the requirements of the Class Action Fairness Act ("CAFA"), and Fed. R. Civ. P. Rule 23(b)(2), (b)(3), and (c)(4), Plaintiffs assert this Count for violations of the MLA on behalf of themselves and all others similarly situated against all Defendants named herein.

132. Defendants violated the MLA and implementing regulations by committing the following acts, which may include but are not necessarily limited to:

(a.) Unlawfully making vehicle title loans to Plaintiffs and the class members, by imposing annual percent rates of interest of exceeding 36% APR;

(b.) Failing to make mandatory disclosures and/or verify military status;

(c.) Rolling over, renewing, refinancing or consolidating vehicle title loans with the proceeds of other vehicle title loans or consumer credit transactions;

(d.) Requiring borrowers to waive right to legal recourse under any provisions of State or Federal law;

(e.) Repossessing vehicles pledged as security for vehicle title loans;

(f.) Requiring borrowers to submit to arbitration in the case of a dispute; and/or

(g) Requiring Plaintiffs to secure loans with the title to their vehicle under terms that violate the MLA and implementing regulations.

133. Plaintiffs and the class members suffered substantial and irreparable harm proximately caused by Defendants named herein as a result of their violations of the MLA and will continue to suffer harm unless and until Defendants are ordered to stop making said loans in violation of the MLA and implementing regulations.

COUNT III
BREACH OF STATUTORY DUTIES

134. Individually, Plaintiffs Cox, Castillo, Tookes and Vinson re-allege and incorporate by reference the above-enumerated paragraphs of the Complaint as though fully restated herein.

135. Plaintiffs Cox, Castillo, Tookes and Vinson bring this action to recover damages for Defendant CLA's, ATL's and GAP's breach of a legal duties owed by virtue of the requirements in the MLA and by virtue of O.C.G.A. §§ 51-1-6 & 51-1-8.

136. Defendants CLA, ATL and GAP violated their legal duties and obligations to Plaintiffs Cox, Castillo, Tookes and Vinson, respectively, by making title loans to them in violation of the MLA and implementing regulations.

137. Defendants CLA, ATL and GAP violated their legal duties and obligations to Plaintiffs Cox, Castillo, Tookes and Vinson, respectively, by threatening and/or actually undertaking to repossess the vehicles pledged as security for the vehicle title loans made in violation of the MLA in order to extract additional finances charge payments from Plaintiffs.

138. Defendants CLA, ATL and GAP violated applicable provisions of the MLA and implementing regulations and their legal duties owed to Plaintiffs Cox, Castillo, Tookes and Vinson, respectively, by committing the following acts:

(a.) Making vehicle title loans with annual percent rates of interest of exceeding more than three times the maximum statutory limit of 36% APR in violation of the MLA and implementing regulations;

(b.) Failing to make mandatory disclosures required by the MLA and implementing regulations;

(c.) Rolling over, renewing, refinancing or consolidating vehicle title loans with the proceeds of other vehicle title loans or consumer credit transactions covered by the MLA;

(d.) Requiring Plaintiffs to opt out of arbitration or waive right to legal recourse under any provisions of State or Federal law;

(e.) Coercing additional finance charge payments by threatening to repossess vehicles pledged as security for vehicle title loans covered by the MLA unless additional finance charges were paid;

(f.) Requiring Plaintiffs to submit to arbitration; and/or

(g.) Requiring Plaintiffs to secure loans with the title to their vehicle under terms that violated the MLA and implementing regulations.

139. The actions of Defendants CLA, ATL and GAP in making the loans to Plaintiffs in violation of the MLA, and then threatening to repossess the vehicles pledged as security for the loans in order to extract additional payment of financial charges, were willful and intentional, rather than inadvertent or by mistake, and demonstrate the requisite elements willful misconduct, malice, fraud, wantonness or oppression, or that entire want of care which would raise the presumption of a conscious indifference to consequences that supports award for punitive damages, which is hereby claimed.

140. The actions of Defendants CLA and ATL in making the loans to Plaintiff Cox in violation of the MLA, and then repossessing the vehicle pledged as security for the loans was wrongful, willful and intentional, rather than inadvertent or by mistake, and demonstrate the requisite elements willful misconduct, malice, fraud, wantonness or oppression, or that entire want of care which would raise the presumption of a conscious indifference to consequences that supports award for punitive damages, which is hereby claimed.

141. Defendants CLA's, ATL's and GAP's respective violations of the MLA and Georgia legal duties proximately caused substantial damage to the Plaintiffs, which they are entitled to recover.

COUNT IV
UNJUST ENRICHMENT/MONEY HAD AND RECEIVED

142. Individually, Plaintiff Cox, Castillo, Tookes and Vinson re-allege and incorporate by reference the above-enumerated paragraphs of the Complaint as though fully restated herein.

143. Through the receipt of exorbitant interest charges imposed on the subject title loan transactions at issue in this case, Defendants CLA, ATL, and GAP have been unjustly enriched through the receipt of Plaintiffs' payments of such sums, which, in equity and good conscience, they ought not to retain.

144. Plaintiffs have paid, and Defendants have received, money representing payments on unlawful loans, unlawful fees and illegal interest charges

for vehicle title loans which, in equity and good conscience, they have no right to retain.

145. Plaintiffs are entitled to a return of the monies they paid on such illegal loans, plus interest thereon.

COUNT V
VIOLATION OF RICO

146. Individually, Plaintiffs Cox, Castillo, Tookes and Vinson re-allege and incorporate by reference the above-enumerated paragraphs of the Complaint as though fully restated herein.

147. In accordance with the requirements of the Class Action Fairness Act ("CAFA"), and Fed. R. Civ. P. Rule 23(b)(3), Plaintiffs assert this Count for violations of the MLA on behalf of themselves and all others similarly situated against all Defendants named herein.

148. In making, approving and processing vehicle title loans to Plaintiffs (and other servicemembers and their dependents), Defendants CLA, ATL, GAP, REICH, FIELDS and JOHN DOE's 3-10 associated formally or informally as a continuing unit to engage in conduct of an enterprise through a pattern of racketeering activity that is separate from any other legitimate business activities.

149. The title loans made to Plaintiffs (and many other servicemembers and their dependents) by Defendants CLA, ATL, and GAP are unlawful and void

from inception in one or more of the following ways, which include but are not necessarily limited to:

(a.) They were at least twice the maximum permissible rate authorized by the MLA;

(b.) They were rolled over, renewed and/or refinanced multiple times imposing each time an interest rate exceeding 72% APR;

(c.) They constitute an unlawful debt as defined by 18 U.S.C.A. § 1961(6).

150. The Defendants CLA, ATL, GAP, REICH, FIELDS and JOHN DOE's 3–10 are "persons" as they are individuals or entities capable of holding a legal beneficial interest in property, as defined in 18 U.S.C. § 1961(3).

151. The Defendants CLA, ATL, GAP, REICH, FIELDS and JOHN DOE's 3–10 constitute an "enterprise" as they are individuals, partnerships, corporations, associations, or other legal entities, unions or groups associated in fact, as defined by 18 U.S.C. §1961(4), and related to the following activities occurring from October 1, 2007 through the present:

(a.) Engaging in and directing the business of extending consumer credit to Plaintiffs and other servicemembers and their dependents in violation of the MLA and its implementing regulations;

(b.) Providing and/or receiving management services for the purpose of extending consumer credit to Plaintiffs and other servicemembers and their dependents who are covered by the MLA;

(c.) Directing, creating, opening and/or maintaining bank accounts used for the purpose of conducting the business related to the extension of consumer credit that is governed by the MLA; and

(d.) Directing that title loans be made to Plaintiffs and other servicemembers and their dependents without regard to the terms or limitations of the imposed by the MLA.

152. From October 1, 2007 through the present, Defendants CLA, ATL, GAP, REICH, FIELDS and JOHN DOE's 3 – 10 had one or more of the following roles in the operation and expansion of the enterprise's affairs of extending consumer credit to servicemembers and their dependents (including Plaintiffs) without regard to the terms and limitations imposed by the MLA:

a. REICH, FIELDS and JOHN DOE's 3 – 10 direct, control and personally participate in the affairs of the RICO enterprise by actively developing and approving the systems, programs, processes, procedures and rules used to make and collect title loans that do not comply with the terms and limitations of the MLA;

b. CLA electronically approves and processes the title loans of servicemembers and their dependents, authorizes special incentives for military customers and provides the accounting and direct participation in the collection of title loans that violate the terms and limitations of the MLA; and

c. ATL and GAP solicit servicemembers and their dependents to enter into and renew title loans that do not comply with the MLA, offer special incentives for the referral of other military customers and engage in aggressive collection activities with threats of repossession to secure repayment of those title loans.

153. Defendants CLA, ATL, GAP, REICH, FIELDS and JOHN DOE's 3–10 have received income derived, directly and indirectly, through the collection of unlawful debts in which they have acted as a principal to use or invest the income in the operation of the enterprise which affects interstate commerce in violation of 18 U.S.C. § 1962(a).

154. Defendants CLA, ATL, GAP, REICH, FIELDS and JOHN DOE's 3–10 have controlled and maintained a continuing interest in their enterprise through the collection of unlawful debts, which affect interstate commerce in violation of 18 U.S.C. § 1962(b).

155. Defendants CLA, ATL, GAP, REICH, FIELDS and JOHN DOE's 3–10 have directly engaged and participated in the affairs of an enterprise through the collection of unlawful debts, which affect interstate commerce in violation of 18 U.S.C. § 1962(c).

156. Defendants CLA, ATL, GAP, REICH, FIELDS and JOHN DOE's 3–10 have jointly directed, planned, conspired, orchestrated, participated and acted in concert to harm Plaintiffs and other servicememembers and their dependents by engaging in the business of making, rolling over, renewing and/or refinancing title loans to covered servicemembers and their dependents with illegal terms under the MLA and in violation of 18 U.S.C. § 1962(d).

157. Defendant CLA, REICH, FIELDS and JOHN DOE's 3-10 maintain the computerized systems and servers and implement the policies, processes and procedures of each and every vehicle title loan made by them to servicemembers and their dependents, including the ones made to Cox, Costillo, Tookes and Vinson.

158. Defendants ATL and GAP transmitted Plaintiffs' loan applications over the wires, reporting each time that they were active-duty members of the military (or covered dependents) at the time of the loan transactions.

159. Defendant CLA received Plaintiffs' title loan transactions over the wires and transmitted that approval over the wires to Defendants ATL and GAP.

160. Despite knowing Plaintiffs' military status Defendants CLA, ATL and GAP routinely attempt to collect unlawful debts through the wires and mail.

161. Defendants CLA, ATL, GAP, REICH, FIELDS and JOHN DOE 3-10 knew that Plaintiffs and other servicemembers and their dependents were being charged a rate of interest for the title loan transactions in excess of seventy-two percent (72%).

162. Defendants CLA, ATL, REICH, FIELDS and JOHN DOE 3-10 knew that Plaintiffs were active-duty members of the military, knew that the interest rates and other terms and conditions of the Plaintiffs' respective title loans were unlawful, and still threatened to and actually did repossess vehicles pledged as security for loans made in violation of the MLA.

163. At all times material hereto Defendants CLA, ATL, GAP, REICH, FIELDS and JOHN DOE 3-10 acted as co-conspirators with respect to the continuing acts or steps taken by each of them in connection with the events described or referred to herein, acted as the agent of the other pursuant to a common goal or scheme to carry out the wrongful patterns of conduct alleged herein in order to increase their profits.

164. The actions of Defendants CLA, ATL, GAP, REICH, FIELDS and JOHN DOE 3-10 as described herein proximately caused the injuries and damages

sustained by Plaintiffs and are therefore liable for the acts of each other both corporately and individually.

165. The actions of Defendants CLA, ATL, GAP, REICH, FIELDS and JOHN DOE 3-10 in charging over twice the amount of legal interest under the MLA are prohibited by 18 U.S.C. § 1962.

166. Plaintiffs Cox, Castillo, Tookes and Vinson have been injured by the Defendants CLA, ATL, GAP, REICH, FIELDS and JOHN DOE 3-10 in violation of 18 U.S.C. § 1962.

167. Plaintiffs Cox, Castillo, Tookes and Vinson were proximately harmed by Defendants' conduct and are entitled to recover against Defendant CLA, ATL, GAP, REICH, FIELDS and JOHN DOE 3-10 trebled damages, the costs of bringing this lawsuit, and reasonable attorney's fees as outlined in 18 U.S.C. § 1964(c).

168. Plaintiffs' Second Amended Responses To the mandatory RICO INTERROGATORIES required under Local Rule 33.3 are incorporates herein by reference as if fully restated and attached hereto as "**Exhibit B**."

COUNT VI
DECLARATORY AND INJUNCTIVE RELIEF TO BENEFIT ALL COVERED MEMBERS OF THE ARMED FORCES

169. Plaintiffs Cox, Castillo, Tookes and Vinson re-allege and incorporate by reference the above-enumerated paragraphs above as though fully restated herein.

170. In accordance with the requirements of the Class Action Fairness Act ("CAFA"), and Fed. R. Civ. P. Rule 23(b)(1)(B) & (b)(2), Plaintiffs assert this Count for declaratory, injunctive and equitable relief on behalf of themselves and all others similarly situated against all Defendants named herein for the sole purpose of stopping and preventing Defendants from making title loans to covered members of the armed services and their dependents that do not comply with the requirements, limitations and disclosures imposed by the MLA.

171. Defendants have created uniform and automated computer systems and procedures with a central data center to process vehicle title loans made in at least the 18 states and Puerto Rico identified herein. This computerized system uniformly processes and tracks each and every vehicle title loan at issue in the same manner and according to the same automated rules and processes, regardless of the entity processing the loan, making Class Action treatment far superior to hundreds or thousands individual claims.

172. As a result of Defendants' acts of extending unlawful and void vehicle title loans in violation of the MLA, Plaintiffs and other military service members and their dependants have been deprived of the rights and legal duties imposed by the MLA and, if Defendants' conduct is permitted to continue, Plaintiffs and those similarly situated will continue to suffer immediate and irreparable harms.

173. The members of the proposed class for this Count would benefit from the declaratory and injunctive relief sought and any monetary relief is incidental to the relief that might be obtained through the declaratory and injunctive processes.

174. As Defendant CLA has a national presence and congregates operations in at least the 18 states named herein (including Puerto Rico), many of which are in close proximity to military bases and installations like Ft. Benning Military Reservation in Muscogee, County Georgia and Naval Submarine Base in Kings Bay, Georgia, Plaintiffs are entitled to an injunction restraining Defendants from the following activities, which include but are not necessarily limited to:

(a.) Making vehicle title loans in violation of the MLA and its implementing regulations;

(b.) Collecting on any loans made in violation of MLA and its implementing regulations;

(c.) Repossessing vehicles pledged as security for title loans made in violation of the MLA and its implementing regulations; and

(d.) Selling or otherwise disposing of vehicles that have been repossessed from "covered members" of the armed services.

175. Plaintiffs and the proposed class meet the requisite elements necessary for an permanent and final injunction against the Defendants named herein on the grounds establishing: (1) Plaintiffs and the class members have suffered an irreparable injury; (2) that remedies available at law, are inadequate to address the conduct; (3) that, considering the balance of hardships between the Plaintiffs and Defendants, a remedy in equity is warranted; and (4) that the public interest would not be disserved by a permanent injunction.

176. Plaintiffs seek a declaratory judgment that the vehicle title loans made by Defendants and at issue in this case among the 18 states and Puerto Rico constitute consumer credit as defined by the MLA and implementing regulations.

177. Plaintiffs seek a declaratory judgment that Defendants are creditors as defined by the MLA and implementing regulations.

178. Plaintiffs seek a declaratory judgment that the vehicle title loans made by Defendants and at issue in this case were made in violation of the MLA and are void from inception.

179. Plaintiffs seek a declaratory judgment that arbitration provisions contained in Defendants' vehicle title loan agreements are unenforceable.

180. As a result of the conduct complained of herein, Plaintiffs seek a permanent injunction ordering Defendants to:

(a.) Cease making vehicle title loans in violation of the MLA and its implementing regulations;

(b.) Cease collection on any loans made in violation of MLA and its implementing regulations;

(c.) Cease repossession of vehicles pledged as security for title loans made in violation of the MLA and its implementing regulations;

(d.) Compel Defendants to make the disclosures required by the MLA and its implementing regulations;

(e.) Identify all non-compliant title loans made in violation of the MLA;

(e.) Return the monies wrongfully collected from covered members as a result of making loans in violation of the MLA and its implementing regulations; and

(f.) Return vehicle titles in Defendants' possession to covered borrowers who have loans with terms that violate the MLA.

181. While the exact number of class members is unknown at this time, it is believed that there are thousands of covered service members of the armed

forces who currently have or may obtain title loans from Defendants in violation of the MLA.

182. This Count of the Complaint poses questions of law and fact that are common to and affect the rights of all the members of the Class.

183. Based on the facts and circumstances set forth herein, the Plaintiff's claims are typical of the claims of the members of the Class.

184. The same common questions of fact and law exist as to all members of the Class and such questions clearly predominate over any questions solely affecting any individual member of the Class. Among the questions of law and fact common to the Class are the following, without limitation:

(a.) Whether the Defendants' business practices of making title loans to covered service members of the armed services are consumer credit transactions covered by the MLA;

(b.) Whether the Defendants are creditors within in the meaning and intent of the MLA and its implementing regulations;

(c.) Whether the standardized forms and corporate policies, practices and procedures used by Defendants to make and memorialize vehicle title loans to covered members of the armed services contain the necessary information and/or disclosures required by the MLA;

(d.) Whether Defendants may require covered members of the armed services to provide their vehicle title as security for a title loan that does not comply with the requirements of the MLA;

(e.) Whether Defendants may repossess the vehicles pledged by covered members of the armed services as security for title loans;

(f.) Whether Defendants should be enjoined from making title loans to covered members of the armed services that do not comply with the requirements of the MLA;

(g.) Whether Defendants should be compelled to adjust their standardized pawn agreement, loan terms and disclosures to meet the requirements of the MLA;

(h.) Whether the arbitration agreement contained in Defendants standardized pawn agreement and disclosures agreement can be enforced against covered members of the armed services; and

(i.) Whether a declaratory judgment and injunction against Defendants should be given res judicata effect for title loan transactions made to any and all covered members of the armed services from October 1, 2007;

185. Class certification for Counts II & VI is superior to the alternatives, if any, for the fair and efficient adjudication of the controversy alleged herein, because such treatment will preserve individual damages as expressly intended by Congress and permit a large number of similarly-situated persons to individually

and economically prosecute and pursue their individual claims and available remedies for similar conduct arising in other jurisdictions where Defendants have already made or might make future title loans in violation of MLA.

186. Defendants' conduct manifests a Class-wide, uniform scheme. Through their acts and practices set forth herein, the Defendants have engaged in a continuing and pervasive course of conduct to mislead and deceive members of the Class and, in doing so, have damaged each member in different ways.

187. Based on the facts and circumstances set forth herein, the Plaintiffs will fairly and adequately protect and represent the interests of each member of the Class.

188. The claims of Plaintiffs Cox, Castillo, Tookes and Vinson are so similar in nature to the expected claims held by other covered members of the armed services and their dependents who have entered into similar transactions with Defendants as to suggest a strong commonality and typicality between the claims.

189. The Plaintiffs know of no difficulty likely to be encountered in the management of this Count that would preclude its maintenance as a class action.

190. Plaintiffs have retained the law firms of The Barnes Law Group, LLC and Day|Crowley LLC. These firms and their attorneys are experienced in class actions and other complex litigation involving, among others, issues related

service member rights and litigation. As a result, the Barnes Law Group, LLC and Day|Crowley LLC are qualified and experienced attorneys who will adequately protect the interests of the class.

191. As a direct and proximate result of the Defendants' unlawful practices, the Plaintiffs and class members have suffered damages and will continue to suffer irreparable loss and injury if declaratory and injunctive relief requested here in is not granted.

Plaintiff Class and Subclasses

192. The Plaintiffs bring, pursuant to Fed. R. Civ. P. 23, and on behalf of themselves and all others similarly situated, Counts, II, V, and VI of this Complaint as representatives of a Nation-wide Class preliminarily defined as:

> All covered members of the armed services and their dependents who, while a Covered Borrower, entered into a vehicle title loan by any means with Defendants in violation of the Military Lending Act, (defined as transactions with annual percentage rates of interest that exceed 36% and require borrowers to pledge the title to a motor vehicle as security for the obligation for a term of 181 days or less), from October 1, 2007 to January 2, 2013, divided into the following subclasses;

1. Covered Borrowers who entered a transaction for which Defendants did not obtain a Covered Borrower Identification Statement prior to entering into the transactions;
2. Covered Borrowers who entered a transaction for which Defendants obtained a Covered Borrower Identification Statement after November 11, 2011 in Georgia, Alabama and Puerto Rico; and
3. Covered Borrowers who entered a transaction in which there is documentation contained in the loan file reflecting that the applicant was a Covered Borrower.

Excluded from the class is anyone who executed a CBIS denying their membership as or affiliation with a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer (or a dependent of such member) whose loan file does not contain any documentation reflecting that the applicant is a covered borrower.

WHEREFORE Plaintiffs Cox, Castillo, Tookes and Vinson pray for judgment against the Defendants, jointly and severally, as follows:

a. For a declaration that the title loans of Plaintiffs Cox, Castillo, Tookes and Vinson are unlawful and void from inception;

b. For a declaration that the title loans of the class members made in the 18 states and Puerto Rico named herein are unlawful and void from inception;

c. For an order certifying Counts II and VI as a class certification;

d. For temporary and permanent injunctions to:

(1.) Cease the making vehicle title loans in violation of the MLA and its implementing regulations;

(2.) Cease the collection on any vehicle title loans made in violation of MLA and its implementing regulations;

(3.) Cease the repossession of service member vehicles pledged as security for vehicle title loans made in violation of the MLA and its implementing regulations;

(4.) Identify the servicemembers and their dependents who were issued loans in violation of the MLA; and

(4.) Return the monies and Certificates of Title wrongfully retained from covered members and their dependents as a result of all loans made in violation of the MLA and its implementing regulations.

d. For the recovery of compensatory damages by Plaintiffs Cox, Castillo, Tookes and Vinson against Defendants CLA, ATL, GAP, REICH, FIELDS and JOHN DOE 3—10, in an amount to be determined by the enlightened

conscience of a jury, at trial together with interest thereon, plus special, consequential, and incidental damages (trebled);

e. For recovery of costs and reasonable attorneys' fees for the value of the legal services provided to Plaintiffs and class members;

f. For recovery of punitive damages in an amount sufficient to punish and deter Defendants CLA, ATL, GAP, REICH, FIELDS and JOHN DOEs 3 – 10 from engaging in the lending practices that violate the MLA;

g. For a trial by jury on all matters so triable; and

h. For such other and further relief that the Court deems just and proper under the circumstances.

RESPECTFULLY SUBMITTED this 20th day of December, 2013.

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