

In the Circuit Court of Cook County
Law Division

KEVIN JOHNSON, on behalf of himself)	
and all persons similarly situated,)	
)	2009-L-005997
Plaintiff,)	
)	Calendar/Room Q
v.)	
)	Statutory Action
AMERICASH LOANS, LLC,)	
)	
Defendant.)	

CLASS ACTION COMPLAINT

INTRODUCTION

1. Plaintiff Kevin Johnson, on behalf of himself and all other similarly situated persons files this class action complaint against Americash Loans, LLC, through his undersigned attorneys pursuant to 735 ILCS 5/2-801 for damages from certain loan provisions in violation of the Payday Loan Reform Act (PLRA), 815 ILCS 122/1-1 et seq., and the Consumer Fraud and Deceptive Practices Act, 815 ILCS 122/4-10 as well as 815 ILCS 505/2.

JURISDICTION AND VENUE

2. The jurisdiction of the Court is conferred by 735 ILCS 5/2-209. Venue is proper in the Circuit Court of Cook County pursuant to 735 ILCS 5/2-101.

PARTIES

3. Plaintiff Kevin Johnson (“Johnson”) is a resident of Illinois and brings this action on behalf of himself and all other persons similarly situated.

4. Defendant Americash Loans LLC (“Americash”) is a corporation doing business

in Cook County and throughout Illinois making small loans at very high interest rates secured by post-dated checks or wage assignments: or loans popularly known as “payday loans.”

FACTS

5. On June 5, 2008, plaintiff Johnson entered a loan agreement with defendant Americash for a loan of \$700, which is attached as Exhibit A.
6. Plaintiff Johnson needed a short term loan for an emergency.
7. Plaintiff Johnson sought out what is popularly known as a payday loan.
8. The loan agreement attached as Exhibit A is not one offered by Americash pursuant to or in compliance with the Payday Loan Reform Act (PLRA), enacted in 2005.
9. Since the passage of the Payday Loan Reform Act, lenders like Americash have adjusted the “original terms” of their loans to more than 120 days, on the pretext that the change in the loan term from 120 days to a period greater than 120 days allows the lender like Americash to evade good faith compliance with the PLRA.
10. As a result of this technical and not essential change in the nature of the loan, most consumers who want “payday loans” must go to lenders like Americash.
11. Americash and other lenders claim that the technical change in the transaction allows the lender to disregard and evade the provisions of the Payday Loan Reform Act.
12. However, even in the typical length of the loan, the loan offered by Americash is a typical payday loan, since prior to the enactment of the PLRA the typical payday loan would “roll over” for a period significantly longer than 120 days.
13. Under the terms of the June 5, 2008 loan agreement, defendant Americash loaned plaintiff Johnson the sum of \$700, to be repaid in 24 semi-monthly installments over 12 months.

14. Under the terms of the June 5, 2008 loan agreement, defendant Americash required plaintiff Johnson an annual percentage interest rate of 365.0162 percent.

15. Under the terms of the June 5, 2008 loan agreement, defendant Americash required Johnson to pay the total sum of \$2,611 in return for a loan of only \$700.

16. Under the terms of the June 5, 2008 loan agreement, Americash required Johnson to pay off the loan in two semi-monthly installments of \$105.30 each or \$210.60 a month, with no respite in the accumulation of interest and no opportunity to enter a repayment plan as required by the PLRA.

17. Under the terms of the June 5, 2008 loan agreement Americash required Johnson to pay a finance charge of \$371 for each \$100 of the loan, with no opportunity to re-negotiate the loan or stop the running of the interest rate as required by the PLRA.

18. Under the terms of the June 5, 2008 loan agreement, Americash also required Johnson to enter a wage assignment to ensure that he met each semi-monthly installment.

19. While Americash did not require a post-dated check, and while Johnson may revoke the wage assignment, Americash is aware that it can take steps to ruin Johnson's credit rating so that he has no alternative except to use payday lenders again.

20. In the following months, Americash contacted Johnson on at least two occasions to increase the outstanding loan amount, even as Johnson tried to pay it down.

21. An unidentified Americash phone solicitor told Johnson on each occasion that he was "eligible" for another loan from Americash, though he had not paid off the \$700 loan.

22. Nearly six months later, as of January 31, 2009, plaintiff Johnson had paid \$1,600 to Americash under the loan agreement attached as Exhibit A.

23. For months Johnson resisted since he was determined not to enter into another oppressive loan agreement with Americash.

24. However, in part because he had to pay so large a sum to Americash, Johnson found that he needed another \$400.

25. Accordingly, Johnson entered a new loan agreement on February 5, 2009.

26. The new loan agreement is attached as Exhibit B and replaced the loan agreement attached as Exhibit A.

27. Under the terms of the February 5, 2009 loan agreement, Johnson received an additional \$400 and now owed a total of \$700 again.

28. In effect, after paying off half the loan of June 5, 2008 attached as Exhibit A, Johnson was in the virtually identical loan agreement again as of February 5, 2009.

29. Under the terms of the February 5, 2009 agreement, Johnson is now obligated to pay defendant Americash the sum of \$2,527.20 on the loan of \$700 even though he has already paid over \$1,600 to date.

30. If Johnson continues to hold his employment and continues to meet all the payments due under the February 5, 2009 agreement, he will ultimately have paid to Americash the total of \$3,427.30 for an original loan of \$700.

Invalidity of Arbitration Clause

31. Under both the agreements of Exhibit A and Exhibit B, Johnson was required to enter an arbitration clause though Americash knew he had no funds to pay for meaningful arbitration.

32. Americash drafted the arbitration clause so that it is in smaller type with no line

spacing of any kind and was not only inconspicuous but as near as possible illegible without a magnifying glass.

33. Americash knew or should have known that a consumer would not be likely to read such a clause without a special aid of some kind.

34. Furthermore, Americash placed the clause in the agreement so that it would be the clause least likely for a consumer to read.

35. The clause appears on the back page of the document and is placed in the only section of the document where the consumer does not have to sign so as to indicate his or her specific acceptance of the terms.

36. The clause appears on the back page under the heading: "Additional Terms and Considerations."

37. While the consumer has to sign the agreement in three other places, the consumer does not sign an acceptance directly under or with respect to "Additional Terms and Considerations."

38. Furthermore, the clause is deliberately misleading as to the expense that a consumer might bear for arbitration.

39. The clause states in part (though set out below in much larger print than in the document): "At your written request we will advance the first \$50 of the filing and hearing fees for any Claim which you may file against us."

40. The specification of \$50 leads the typical consumer to believe that the cost is near \$50 or in the range of some small multiple of \$50 when it could be up to \$10,000 or more.

41. Furthermore, the consumer is led to believe that there may be no charge for either

the arbitration fees or the legal fees.

42. The arbitration clause instead of giving Johnson any idea of the regular fee suggests he may not owe anything: "The arbitrator will decide whether we or you will ultimately be responsible for paying any fees in connection with the arbitration."

43. In fact the arbitrator rarely awards fees to one side or the other.

44. Americash is far better able to exploit the opportunities of an award of fees.

45. Accordingly, the clause violates section 4-5(17) of the Act which prohibits Americash from "Charging for, or attempting to collect, attorney's fees, court costs, or arbitration costs incurred in connection with the collection of a payday loan."

46. Inconsistently, the clause also states that each party is to pay for its own fees and costs, so that the clause apparently contradicts itself.

47. In effect Americash has superior knowledge as to what the arbitration clause means but knows that the consumer is unlikely to know exactly what he or she is signing.

48. Americash also has the power to substitute its own arbitration agency in lieu of the American Arbitration Association.

49. The arbitration clause is one-sided and does not reflect the equal bargaining of the parties.

50. While the arbitration clause makes repeated reference to incorporating the provisions of the Federal Arbitration Act, Johnson was not presented a copy of the Act and did not in fact have any opportunity to read these incorporated provisions to which he must agree.

51. Nor was Johnson provided in the agreement with an opportunity to consult a lawyer or return the agreement after such consultation, but must sign the agreement immediately

to get the emergency loan.

52. Furthermore, Johnson was under duress, and any applicant like him would be under duress, since no rational person would take out such a loan on such unfavorable terms except under acute duress.

53. The Illinois General Assembly in enacting the Payday Loan Reform Act has recognized that consumers who enter into these transactions are under acute duress and that all terms of such agreements must be reviewed by the courts with particular attention to unconscionability, one-sidedness, and overreaching.

54. Furthermore, the waiver of any right to bring a class action or group claim precludes Johnson from a reasonable opportunity to bring a legal claim.

55. All customers of Americash are indigent or at least under some significant economic disadvantage because they are seeking loans under such unfavorable conditions.

56. With no right to bring a class action or group claim, Johnson faces a significant financial penalty if the arbitration is unsuccessful and he must pay all the arbitration costs.

57. Even if spared such costs, Johnson still lacks means to litigate this claim under the arbitration clause because someone in dire need of a loan of \$700 and in even more dire circumstances after rolling over the loan and subject to payment of \$3,427.30 to pay for such a loan is in no meaningful financial condition to obtain a lawyer to bring the broad ranging legal challenge to the operation of Americash outside the Payday Loan Reform Act.

58. Furthermore, the forced waiver of Johnson's ability to bring a class claim is one-sided since Americash is not giving up any reciprocal right, and the sole purpose is to ensure that poor or low income consumers who typically take out such payday loans cannot pool their

resources to challenge unconscionable practices in any arbitration proceeding.

59. As a result of the bar on pooling or aggregating or joining claims or of bringing class claims, the typical consumer has no meaningful chance to obtain relief either in arbitration or in court, and Americash further requires that Johnson not join the claim of any other person who might obtain a lawyer though there is no reason under the FAA or any other law to prohibit Johnson from doing so.

60. Accordingly, the arbitration clause is void, invalid and of no legal effect because the clause itself is unconscionable procedurally and substantively within the meaning of Illinois law.

61. Furthermore, pursuant to the PLRA, the arbitration agreement is void, invalid and of no legal effect because it is “a mandatory arbitration clause that is oppressive, unfair, unconscionable, or substantially in derogation of the rights of consumers” within the meaning of Section 4-5(10)(C) of the PLRA, and therefore the clause itself is in violation of the Act.

62. Finally, the arbitration clause is void, invalid and of no legal effect because it is obtained by Americash through a course of conduct based on fraud and deception in that Johnson is not told what the arbitration will cost him and the arbitration clause does not have adequate disclosures of the costs of such arbitration to Johnson and is drafted so that Johnson or any other consumer would be led to believe that the costs of arbitration are on an order of magnitude (\$50) far lower than they really are.

CLASS ALLEGATIONS

63. Johnson brings this action on behalf of himself and all other consumers of payday loans furnished by Americash.

64. The number of persons who enter these illegal loans with Americash on an annual basis are too numerous to join.

65. The single common question of fact and law is whether Americash routinely violates the Payday Loan Reform Act and the Illinois Consumer Fraud and Deceptive Practices Act by offering high interest short term loans that fail to comply with any provisions of the PLRA and by using a loan agreement that is a subterfuge to evade good faith compliance with the PLRA, and continue the same unconscionable payday loan practices in violation of the public policy of the State of Illinois, in an oppressive and unethical and unconscionable manner, and to the substantial injury and detriment to consumers who under duress have to resort to such loans.

66. The claims of Johnson are typical of the claims of other members of the class, and joinder will serve the goals of judicial economy.

67. Plaintiff Johnson will adequately represent the interests of the class and has obtained the undersigned counsel who are experienced in consumer fraud and class action litigation.

COUNT I

Violation of the Payday Loan Reform Act

68. Plaintiff incorporates paragraphs 1 through 67 above.

69. In 2005, the Illinois General Assembly enacted the Payday Loan Reform Act, which regulates high interest rate loans in small amounts where the lender accepts a wage assignment or a post-dated check.

70. Section 1-15 of the PLRA applies to any lender that offers or makes a payday loan to a consumer in Illinois.

71. Furthermore, Section 1-15 of the PLRA applies to “any person or entity that seeks to evade its applicability by any device, subterfuge, or pretense *whatsoever*.” (emphasis supplied)

72. By the aforesaid acts, Americash entered the loan agreements attached as Exhibits A and B as devices, subterfuges and pretenses to evade applicability of the PLRA in a trivial and formalistic manner, and to continue the same oppressive and unlawful practices prohibited by the PLRA.

73. Furthermore, the PLRA applies to transactions like Exhibits A and B that are payday loans in essence but are structured in a trivial and formalistic manner and with fraudulent intent to evade the applicability of the Act.

74. Acting in concert with other payday lenders seeking to evade the PLRA but continue the same payday lending, Americash has devised a loan transaction that is more than 120 days but is in all respects a payday loan and has no independent or legitimate economic purpose except to evade the applicability of the PLRA.

75. By means of such a device, subterfuge or pretense which has no independent or legitimate economic purpose, defendant Americash entered two loan transactions with plaintiff attached as Exhibits A and B Johnson in total disregard of various provisions of the PLRA as set forth herein.

76. First, Section 2-5(e) of the PLRA provides: “No lender may charge more than \$15.50 per \$100 loaned on any payday loan over the term of the loan.”

77. However, as set out in Exhibits A and B, defendant Americash has charged Johnson more than \$15.50 per \$100.

78. Second, the PLRA provides that the lender must make a good faith inquiry to

ensure the loan complies with the Act.

79. However, defendant Americash intentionally has used a device or subterfuge to evade compliance with the Act by an extension of the term of the loan which has no independent or legitimate economic purpose and has the sole purpose of continuing in another form the same payday lending practices prohibited by the Act.

80. Third, Section 2-20 of the PLRA requires defendant Americash to provide Johnson with a pamphlet explaining his rights and responsibilities in a payday loan transaction.

81. Defendant Americash provided Johnson no such pamphlet nor advised him about financial counseling nor tell him even of the existence of loans covered by PLRA and Johnson had no knowledge that Americash was unlawfully operating outside of the PLRA.

82. Fourth, the PLRA requires a written agreement that provides various information, including the following in at least 14-point boldface type: "You cannot be prosecuted in criminal court to collect this loan." (Section 2-20(b)(4))

83. Defendant Americash did not provide the name and title of the individual employee, or a clear description of his payment obligations, or a statement that he would not be prosecuted criminally, or the requisite statement that it should not be used for long term financial needs (especially over a 12 month period).

84. Fifth, Section 2-25 of the PLRA required defendant Americash to provide Johnson with the right to cancel future payment obligations, without cost or finance charges, "no later than the end of the second business day immediately following the day on which the payday loan agreement was executed."

85. Defendant Americash provided Johnson no such right and gave him no

opportunity to reconsider and withdraw from the loan.

86. Sixth, Section 2-35 of the PLRA prohibited a rollover of a payday loan.

87. Defendant Americash solicited and persuaded Johnson to enter a second loan transaction which was a rollover as defined in the PLRA of the original loan transaction of June 5, 2008.

88. Seventh, Section 2-40 requires a lender to provide a written notice of his right to enter a repayment plan to avoid the continued accumulation of interest, that has the following statement on the first page of the loan agreement, in 14-point bold type: "IF YOU STILL OWE ON ONE OR MORE PAYDAY LOANS AFTER 35 DAYS, YOU ARE ENTITLED TO ENTERED INTO A REPAYMENT PLAN. THE REPAYMENT PLAN WILL GIVE YOU AT LEAST 55 DAYS TO REPAY YOUR LOAN IN INSTALLMENTS WITH NO ADDITIONAL FINANCE CHARGES, INTEREST, FEES, OR OTHER CHARGES OF ANY KIND."

89. Furthermore, Section 2-40 of the PLRA provides that the following shall also be inserted on the first page of the loan agreement and in a separate document signed by the plaintiff in 14 point bold type: "I UNDERSTAND THAT IF I STILL OWE ON ONE OR MORE PAYDAY LOANS AFTER 35 DAYS, I AM ENTITLED TO ENTER INTO A REPAYMENT PLAN THAT WILL GIVE ME AT LEAST 55 DAYS TO REPAY THE LOAN IN INSTALLMENTS WITH NO ADDITIONAL FINANCE CHARGES, INTEREST, FEES, OR OTHER CHARGES OF ANY KIND."

90. In violation of 2-40 of the PLRA, defendant Americash provided Johnson with no such notice or any information about a possible repayment plan that would occur in installments with no additional finance charges, interest, fees or other charges.

91. Furthermore, in further violation of section 2-40 of the PLRA, defendant Americash had no intent to allow and would not have allowed Johnson to enter a repayment plan of this kind with no additional finance charges, interest, fees or other charges.

92. Without such a repayment plan as required by Section 2-40 of the PLRA, defendant Americash anticipated that Johnson could not pay the loan of June 5, 2008 and would be willing to enter a new or "rollover" loan like the loan of February 5, 2009.

93. In violation of both Sections 2-35 and 2-40 of the PLRA, defendant Americash entered such a prohibited rollover loan on February 5, 2009.

94. Subsequently in violation of sections 2-35, 2-40 and 2-45, defendant Americash initiated an unlawful legal proceeding, namely, a garnishment, when plaintiff was not in default of any repayment plan since no repayment plan had been offered.

95. In addition to the violations set forth above, defendant Americash committed at least one or more of the prohibited acts set out in section 4-5 of the PLRA, including subparagraphs (2), (3), (7), (8), (9), and (18).

96. Specifically, in violation of section 4-5 (2), defendant Americash unlawfully sought to evade the terms of the PLRA by extending the term of the loan for more than 120 days so as to create a transaction that was in all respects a payday loan within the meaning of the PLRA but was purportedly outside the coverage of the PLRA.

97. Section 4-5(2) especially prohibits Americash from using a different type of transaction to evade coverage of the PLRA and prohibits Americash from: "Using any device or agreement that would have the effect of charging or collecting more fees or charges than allowed by this Act, including, but not limited to, *entering into a different type of transaction with the*

consumer.” (emphasis supplied)

98. The PLRA by its terms covers a “different type of transaction” that has been changed in non-consequential or formalistic ways to evade the coverage of the PLRA and the protections afforded to consumers like Johnson.

99. Defendant Americash changed the original term in a non-consequential way solely to charge and collect more fees or charges than allowed by the PLRA, and such a formalistic or non-consequential change for such purpose is prohibited by the PLRA itself.

100. The change in the original term of the loan from 120 days to 360 days was in itself an abusive practice prohibited by the PLRA since a lender like Americash is required under the PLRA to tell consumers like Johnson not to use payday loans to meet their long term financial needs.

101. The purpose of the PLRA was to ensure that consumers like Johnson had such loans outstanding for periods of less and not more than 120 days, and the extension of the loan transaction by Americash is in greater conflict with the purposes of this Act.

102. On information and belief, most payday lenders engage in a similar change in the terms of the loans after the enactment of the PLRA so that payday loans that comply with the terms of the PLRA are now largely not available to consumers as a result of the concerted and joint action of lenders like Americash.

103. While advertising itself on-line as a provider of payday loans, Americash does not in fact offer payday loans within the meaning of the PLRA and does not advise consumers that such loans are available.

104. Section 4-5(3) prohibits Americash and other lenders from concealing or failing to

advise Johnson that the loans offered by them are not payday loans and especially prohibits Americash from: “Engaging in unfair, deceptive or fraudulent practices in the making or collecting of a payday loan.”

105. Section 4-5(16) of the PLRA also prohibits “Refusing, or intentionally delaying or hindering, the consumer’s right to enter into a repayment plan pursuant to this Act.”

106. By the acts set forth here and by refusing to offer a repayment plan and concealing from Johnson his right to enter a repayment plan and by other refusals to make required disclosures as to a repayment plan under the PLRA, Americash violated Section 4-5(16).

107. Furthermore, by entering the arbitration clause described above, Americash violated Section 4-5(10)(C) which states that the loan documents for a payday loan may not contain “a mandatory arbitration clause that is oppressive, unfair, unconscionable, or substantially in derogation of the rights of consumers.” Furthermore, by entering the same arbitration clause purportedly waiving the plaintiff’s right to bring a class action or join a class action, Americash violated 4-5(10)(D) which prohibits any “provision in which the consumer agrees not to assert any claim or defense arising out of the contract.”

108. As set forth above, the arbitration clause which Americash required Johnson to enter is oppressive, unfair, unconscionable, and substantially in derogation of his rights as a consumer.

109. As a result of the violations set forth above, and the repudiation of its obligations under the PLRA, Americash has operated outside of the provisions of the PLRA and is not entitled to any exemption under the PLRA to loans that are otherwise subject to the 5 percent limitation on interest under Section 2 of the Illinois Interest Act, 815 ILCS 205/2 where a proper

or legitimate interest rate is not otherwise stipulated to in writing.

110. As a result of the violations set forth above, and the repudiation of its obligations under the PLRA, and for charging a rate of interest in violation of the PLRA, and for not otherwise engaging in loan transactions that would be legitimately covered by the Consumer Installment Loan Act instead, Americash lacks any legal or equitable right to take advantage of the exemption from the limitation on the rate of interest under the Illinois Interest Act.

111. In redressing injuries from contract provisions in violation of the PLRA, plaintiff Johnson is entitled to actual economic damages and any other relief which the Court may deem proper under Section 10a of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/10a.

112. As a result of the violations set forth above, and the repudiation of its obligations under the PLRA, and for not otherwise engaging in loan transactions that would be legitimately covered by the Consumer Installment Loan Act instead, Americash is estopped from raising the exemption from the limitation on the rate of interest under the Illinois Interest Act provided by the PLRA and CILA to reduce or limit the actual economic damages suffered by Johnson in connection with the unlawful payday loans.

113. Accordingly, for the aforesaid violations of the PLRA, Americash is liable in compensatory damages to Johnson and all other similarly situated persons under 815 ILCS 505/10a for all amounts of interest collected at the rate of 365 percent that is in excess of the rate of 5 percent provided by Section 2 of the Illinois Interest Act, 815 ILCS 205/2, as well as punitive damages as set forth below.

WHEREFORE, on his own behalf and all others similarly situated, plaintiff Johnson

prays this Court to:

A. Declare that the arbitration clause is oppressive, unfair, unconscionable on either procedural or substantive grounds, and in violation of Section 4-5 (10)(C) of the PLRA, and not enforceable or a bar against Johnson's right to pursue his statutory claims under the Payday Loan Reform Act.

B. Certify a class consisting of all persons who have received payday loans from Americash in violation or disregard or outside of the Payday Loan Reform Act.

C. Declare and adjudge that by the aforesaid acts set forth in this count, Americash has engaged in violations of the PLRA with respect the terms and provisions of the loan agreements attached as Exhibits A and B and agreements similar to Exhibits A and B.

D. Grant plaintiff and every other class member compensatory damages under 815 ILCS 505/10a in an amount equal to all interest paid by him or all interest in excess of 5 percent per annum on the amount owed.

E. Grant plaintiff and every other class member punitive damages under 815 ILCS 505/10a in the amount of \$20,000 per person.

F. Grant plaintiff his legal fees and such other relief as may be appropriate under the PLRA and the Consumer Fraud and Deceptive Business Practices Act.

COUNT II

(Consumer Fraud and Deceptive Practices Act)

114. Plaintiff incorporates paragraphs 1 through 113.

115. In the alternative, plaintiffs allege that separate and apart from any violation of the

PLRA, the actions of defendant Americash are independently in violation of the Section 2 of the Consumer Fraud and Deceptive Practices Act 815 ILCS 505/2.

116. By offering payday loans outside of the PLRA, defendant Americash is engaged in a business practice that is in violation of the public policy of this state as set out in the PLRA and of a public policy that seeks to protect consumers like Johnson and other members of the class from being trapped in high interest loans which they are forced to roll over without any respite from the interest so as to engage in a reasonable repayment plan.

117. By the aforesaid acts described specifically herein, defendant Americash is engaged in a business practice that is inherently unfair, oppressive and unconscionable with respect to Johnson and the members of the class.

118. Finally, defendant Americash is engaged in a business practice that has inflicted serious injury on Johnson and all other entering such loans, since he will ultimately pay more than \$3,200 in total charges to pay off a \$700 loan.

119. For all these reasons defendant Americash is engaged in an unfair trade practice within the meaning of Section 2 of the Consumer Fraud and Deceptive Practices Act 815 ILCS 505/2.

120. That section prohibits the use of “unfair... acts or practices, including those that violate the public policy of Illinois, or are unconscionable or unfair or inflict substantial injury upon a consumer.”

WHEREFORE, on behalf of himself and all others similarly situated plaintiff Johnson prays this Court to:

A. Declare that Americash is engaged in an unfair trade practice in violation of

Section 2 of the Consumer Fraud and Deceptive Practices Act 815 ILCS 505/2.

B. Certify a class consisting of all persons who have received payday loans from Americash in violation of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2.

C. Declare and adjudge that by the aforesaid acts set forth in this count, Americash has violated Section 2 of Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2.

D. Grant plaintiff and every other class member compensatory damages under 815 ILCS 505/10a in an amount equal to all interest paid by him or all interest in excess of 5 percent per annum on the amount owed, as Americash should be estopped from using any other interest rate to limit the actual economic damages of Johnson and every other class member.

E. Grant plaintiff and every other class member punitive damages under 815 ILCS 505/10a in the amount of \$20,000 per person.

F. Grant plaintiff his legal fees and costs and such other relief as may be appropriate under the Consumer Fraud and Deceptive Business Practices Act.


One of plaintiff's attorneys

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PLAINTIFF'S
EXHIBIT
A

INSTALLMENT NOTE AND DISCLOSURE STATEMENT



LENDER AMERICASH LOANS, L.L.C.
17 W JACKSON
CHICAGO, IL 60604
Ph. (312)913-9777 ~ Fax (312)913-0467

NAME AND ADDRESS OF BORROWER
KEVIN JOHNSON
7146 S. RIDGELAND AVE APT.2N
CHICAGO, IL 60649
SOCIAL SECURITY XXX-XX-7522

LOAN NUMBER
6636
DATE OF THIS NOTE
06/05/2008

RECEIVED

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT			
ANNUAL PERCENTAGE RATE <small>The cost of your credit as a yearly rate.</small>	FINANCE CHARGE <small>The dollar amount the credit will cost you.</small>	AMOUNT FINANCED <small>The amount of credit provided to you or on your behalf.</small>	TOTAL OF PAYMENTS <small>The amount you will have paid after you have made all payments as scheduled.</small>
365.00 %	\$1,911.20	\$700.00	\$2,611.20
Your payment schedule will be:			
N ^o of Payments 24	Amount of Payments \$ 108.80	Payments are Due beginning	semi-monthly 06/20/2008
You have the right to receive at this time an itemization of the amount financed I DO <input checked="" type="checkbox"/> I DO NOT want an itemization of the amount financed.			

PREPAYMENT:
You may pay your loan early without any prepayment penalty. The amount due on prepayment will vary depending upon the unpaid principal balance at the time of prepayment. See the note terms below for additional information regarding default, prepayment, and the computation method for amount due on prepayment.

SECURITY:
Your wage assignment is security for this loan.

I HAVE A COPY OF THIS DISCLOSURE STATEMENT. I HAVE ALSO RECEIVED COPIES OF THE LOAN DOCUMENTS BEFORE SIGNING ANY OF THEM.

INSTALLMENT NOTE

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to the order of *AmeriCash Loans, L.L.C.* at 17 W Jackson, Chicago, IL 60604, or at such other place as *AmeriCash Loans, L.L.C.* may designate, the principal sum of seven hundred dollars and 00/100ths (\$700.00) plus interest payable in twenty-four (24) consecutive semi-monthly installments of one hundred eight dollars and 80/100ths (\$108.80) each (including principal and interest), beginning fifteen (15) days from the date hereof, with interest at a rate of 365.00 % per annum payable on the accrued to the date the payment is made and any amount remaining after application to interest shall be applied first to the payment of interest principal. Interest after maturity, whether by reason of acceleration, default, or otherwise, shall be due and paid at the rate of 365.00 % per annum until all principal is paid. Interest on this Note will be computed based upon a 365 day year for the actual number of days elapsed. Payment amounts may be rounded up to the nearest dollar to accommodate your employer or bank's request. Any payment in excess that may occur at the end of the loan, on any loan(s) with *AmeriCash Loans, L.L.C.* shall first be applied to any unpaid collection balances, fees, or current new loan balances if applicable, before any refund is issued. Once the refund has been confirmed for release, it will be issue to you, unless that refund is less than \$1.00.

DEFAULT AND ACCELERATION PROVISION: In case of default in the payment of any installment hereof when due, or institution of any proceeding by or against Borrower under any bankruptcy or insolvency law, or assignment by Borrower for the benefit of creditors, or any execution, attachment, warrant or other process being served on Borrower, or admission by Borrower of Borrower's inability to pay Borrower's debts as the mature, or in case any information provided by Borrower to *AmeriCash Loans, L.L.C.* shall be false or misleading at the time made, all obligations of Borrower under this Note shall, at the option of *AmeriCash Loans, L.L.C.*, be immediately due and payable. Borrower agrees to pay on demand all costs of collection, legal expenses, and reasonable attorneys fees incurred or paid by *AmeriCash Loans, L.L.C.* in collecting this Note, all of which will be added to the balance due under this Note.

PREPAYMENT: Borrower may pay this Note in full at any time without premium or penalty. The amount due on prepayment shall be determined by first applying payments received on this Note to the payment of interest accrued to the date of prepayment, and any remaining sums received shall be applied to the unpaid principal.

OTHER TERMS: Borrower, for and on behalf of Borrower and each and every guarantor, endorser and other person or entity from time to time liable for the payment of this Note, (a) consents to deferment and extension of time of payment of this Note without notice, (b) waives to the extent permitted by law, all rights under benefits under 740 ILCS § 155/1 (as amended from time to time), (c), waives diligence on the part of *AmeriCash Loans, L.L.C.*, (d) waives any right to receive notice of acceptance of this Note or any such guarantee, of any credit that *AmeriCash Loans, L.L.C.* extends to Borrower, of borrower's default, or of any action whatsoever that *AmeriCash Loans, L.L.C.* takes regarding Borrower or any other such obligor, and (e) waives presentment, demand for payment, protest, notice of dishonor and all other demands and notices in connection with the delivery, acceptance, or enforcement of this Note. The construction, validity and enforcement of this Note shall be governed by the laws of the State of Illinois, without regard to the principles of conflicts of laws. The Loan Selection, Disclosure and Information Form, if executed by borrower, is incorporated herein by this reference and made a part hereof.

Borrower acknowledges receipt of a duplicate of this instrument before consummation of the loan and agrees that the above disclosure statement is incorporated herein by reference.

WITNESS:

BORROWER:

NOTICE: SEE OTHER SIDE FOR ADDITIONAL TERMS AND CONDITIONS

** ORIGINAL **

07232007

ADDITIONAL TERMS AND CONDITIONS

Arbitration Disclosure.

By signing this Agreement, you agree that if a dispute of any kind arises out of this Agreement or your application therefore or any instrument relating thereto, then either you or we or third-parties involved can choose to have that dispute resolved by binding arbitration as set forth in Paragraph 2 below. If arbitration is chosen, it will be conducted with the American Arbitration Association (the "AAA") pursuant to the AAA's Commercial Arbitration Rules. If you have any questions concerning the AAA or if you wish to obtain a copy of the AAA's Commercial Arbitration Rules, you may call (800) 891-4741 or visit <http://www.adr.org> on the World Wide Web.

Arbitration Provision.

Any claim, dispute, or controversy (whether in contract, tort, or otherwise, whether pre-existing, or future, and including statutory, common law, international tort, and equitable claims) arising from or relating to this Agreement or application for this transaction or advertisements, promotions, or oral or written statements relating to this Agreement or the relationships which results from this Agreement (including, to the full extent permitted by applicable law, relationships with third-parties who are not signatories to this Agreement or this Arbitration Provision) or the validity, enforceability, or scope of this Arbitration Provision or the entire Agreement (collectively "Claim"), shall be resolved, upon the election of you or us or said third-parties, by binding arbitration pursuant to this Arbitration Provision and the Commercial Arbitration Rules in effect at the time the Claim is filed. A party who has asserted a claim in a lawsuit in court may elect arbitration with respect to any claim(s) subsequently asserted in that lawsuit by any other party or parties. The Commercial Arbitration Rules may be obtained by calling the phone number or visiting the web site identified in Paragraph 1 above; provided, however, that if for any reason the AAA is unable or unwilling or ceases to serve as arbitration administrator, an equivalent national arbitration organization utilizing a similar code of procedure will be substituted by us. There shall be no authority for any claims to be arbitrated on a class action basis. Further, an arbitration can only decide our or your Claim and may not consolidate or join the claims of other persons who may have advance the first \$50 of the filing and hearing fees for any Claim which you may file against us. The arbitrator will decide whether we or you will ultimately be responsible for paying any fees in connection with the arbitration. Unless inconsistent with applicable law, each party shall bear the expense of their respective attorney's, experts' and witness fees, regardless of which party prevails in the arbitration. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1-16. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized by law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This Arbitration Provision shall survive satisfaction of your contractual obligations and termination of this Agreement. If any portion of this Arbitration Provision is deemed invalid or unenforceable under the FAA, it should not invalidate the remaining portions of this Arbitration Provision.

Customer's Representations and Warranties.

By signing this Agreement, you hereby represent and warrant, and acknowledge our reliance thereon, that all information contained in your credit application and contained in this Agreement is true and correct. You further represent and warrant that you are not a debtor under any proceeding in bankruptcy, insolvency, or reorganization and that you have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code on or before the Payment Due Date.

Authorization to Verify Information.

By signing this Agreement, you hereby authorize us and our agents to verify the information contained in your credit application or contained in this Agreement through any source, including our accessing your bank account information to verify whether funds are available to pay your Check, our obtaining your credit report, and our obtaining your check-writing history from any consumer information database.

Dishonored Check Fee.

If, for any reason, your bank dishonors your Check and it is returned to us unpaid, you agree to pay us a dishonored check fee in amount equal to \$25.00 plus the actual charge assessed against us by our bank as a result of your dishonored Check.

Bankruptcy.

I am not currently a party to a bankruptcy action, I have not filed nor had filed on my behalf a bankruptcy action within the past 90 days, and I do not currently plan to file or have filed on my behalf a bankruptcy action with the next 90 days.

ADDENDUM TO INSTALLMENT NOTE AND DISCLOSURE STATEMENT

THIS ADDENDUM TO INSTALLMENT NOTE AND DISCLOSURE STATEMENT is attached to, made a part of, and dated the same date as, that certain printed Installment Note and Disclosure Statement Number 6636 dated 06/05/2008 ("Loan Agreement") by and between *AmeriCash Loans, L.L.C.* ("Lender") and KEVIN JOHNSON ("Borrower"). The provisions of this Addendum are to be read consistently with the Loan Agreement; provided, however, that in the event of any inconsistencies between the Loan Agreement and this Addendum, this Addendum shall control.

Notwithstanding anything in the Loan Agreement to the contrary, if your next pay date is earlier than fifteen (15) days from the date of the loan your first loan payment may be deducted before the semi-monthly period stated in the Loan Agreement. After the initial payment, except as provided herein, all payments will be deducted from your bank account in the manner set forth in the Loan Agreement. If your pay date falls on a Saturday, your payment will be deducted on the Friday before that pay date. If your pay date falls on a Sunday, your payment will be deducted on the following Monday. If your pay date falls on a holiday your payment will be deducted on the business day prior to the holiday.

Account balance pending electronic debits(s) clearing *AmeriCash Loans, L.L.C.* account. You will be responsible for any debits that do not clear as well as the dishonored check fee for each debit.

I have read, understand and agree to the terms and conditions of this Addendum.

PRIVACY POLICY DISCLOSURE

Regarding non-public personal information of customers of *AmeriCash Loans, L.L.C.* EFFECTIVE JANUARY 1, 2004

This Disclosure covers all personally identifiable information about present or past customers regarding their present or past relationship with *AmeriCash Loans, L.L.C.*

Policy regarding providing non-public information about you or your transactions to outside marketers

AmeriCash Loans, L.L.C. does not provide personal information about you or your transactions to outside companies for the purpose of their marketing services or goods to you.

Policy regarding providing information about you or your transactions to affiliated companies

AmeriCash Loans, L.L.C. may share information about your transactions with its affiliated companies, including information you provided on your application, verification of such information, or an assessment of your transactions with individuals or companies listed in your application. Information may also be provided to consumer reporting agencies such as TeleTrack and/or TeleCheck and/or their respective subscribers.

Policy regarding providing information about you or your transactions to unaffiliated third parties

AmeriCash Loans, L.L.C. shares non-public information on your current or past transactions with consumer reporting agencies, including but not limited to TeleTrack and/or TeleCheck and/or their respective subscribers. We also share such information with any law firms or collection agencies we engage in the collection of any debt owed us and/or to protect our contractual or other rights. *AmeriCash Loans, L.L.C.* also may share your non-public, personal information to the extent you have expressly consented to the same in writing.

Other situations where disclosure of your non-public information may be required

AmeriCash Loans, L.L.C. may be required to share your non-public personal information as required by federal, state or local laws or by court order.

Policy regarding categories of non-public personal information collected on you by us

The information we collect on you is categorized as follows:

- (1) Information you provided on your application.
- (2) Verification of such information and/or assessment of your transactions with individuals or companies listed in your application.
- (3) Information provided by consumer reporting agencies such as TeleTrack and/or TeleCheck and/or their respective subscribers.

In-house policy on keeping your personal information secure

All personnel of *AmeriCash Loans, L.L.C.* with access to your private personal information are required to maintain the confidentiality of that information while employed with the company and upon their separation there from. Employees who fail to maintain this confidentiality are subject to disciplinary procedures. The company maintains file and computer safeguards both during and after hours of business.

I hereby consent to *AmeriCash Loans, L.L.C.* disclosing my non-public personal information.

Received, read and agreed to by:

KEVIN JOHNSON / Date

Kevin Johnson 4/5/08



17 W Jackson - Chicago, IL 60604
 Ph. (312)913-9777 - Fax (312)913-0467
<http://www.americashloans.net>

LOAN SELECTION, DISCLOSURE AND INFORMATION FORM

LOAN SELECTION

Thank you for applying for a loan from *AmeriCash Loans, L.L.C.* Based on the information provided in your loan application, we have tentatively approved your application for a loan. *AmeriCash Loans, L.L.C.* has a number of different types of loans and payments plans available. Please initial your choice after reading the loan disclosure and information on this form below:

- A. Installment loan, payable through the automated clearing house by a discretionary allotment which automatically deducts your loan payment from your payroll.
- B. Installment loan, payable by personal check or electronic funds transfer from your personal checking or savings account.
- C. Signature installment loan, payable by in person by cash or money order on a monthly basis.

Your choice of loan as selected above will also apply to all renewals of your loan and any additional amounts borrowed while your loan is being repaid, until such time as you sign a new loan selection form indicating a different choice.

LOAN DISCLOSURE AND INFORMATION

This form summarizes important information about your loan from *AmeriCash Loans, L.L.C.* Please take a few minutes to review this form and feel free to ask our personnel any questions that you may have. You should then sign and date this form in the space indicated below.

1. General Information

AmeriCash Loans, L.L.C. makes three types of installment loans, as described below. Unless otherwise provided in your loan document, all loans are payable in equal bi-weekly installments (every two weeks) of principal and interest. Each payment is applied first to accrued interest and then to principal. The amount of principal and interest, which is paid with each installment, changes with each payment. Thus, early payments are applied mostly to interest and later payments are applied mostly to principal. The amount of your monthly installment, your interest rate and the total amount of your payments (principal and interest) when the loan is repaid in full will be disclosed in the Federal Truth-in-Lending Disclosure Statement which will be part of your documents.

2. Types of Loans Available

- A. Installment loans can be paid automatically from your bi-weekly wages through the automated clearing house payroll allotments system. Under the automated clearing house system, you must sign a direct deposit form which authorizes your employer to make your installment payments directly to *AmeriCash Loans, L.L.C.* bank account. These payments are deducted from your gross wages. This arrangement is sometimes called a discretionary allotment. With a discretionary allotment, you do not need to mail checks to *AmeriCash Loans, L.L.C.* or to come to our offices to make payments. If you select an automated clearing house loan, your loan proceeds can usually be available on the same day you apply for the loan.
- B. Installment loans can also be payable by check or electronic funds transfer directly from your savings or checking account at your bank. You must arrange to pay each installment of the loan in cash or by check on or before its due date. If payment is made by check you must arrange *AmeriCash Loans, L.L.C.* to receive your checks on or before the installment due date, so you must allow sufficient time for mail delivery. In addition, the check must actually be paid by your bank.
- C. Signature loans are payable in person by cash or money order. To obtain this type of loan you must sign an optional authorization which allows lender to automatically debit your designated bank account for the full amount of principal and accrued interest in the event of any default as stated in paragraph 5 of this agreement. This ACH debit authorization can be revoked by giving written notice to *AmeriCash Loans, L.L.C.*

If your check is returned by your bank for insufficient funds or any other reason, your loan will be in default (see paragraph 5 below). If you have a checking or savings account at a bank which makes electronic funds transfers, you may be able to arrange for each installment to automatically be wired to *AmeriCash Loans, L.L.C.*'s account. Once electronic funds transfer arrangement is automatic, so long as there are sufficient funds in your account to cover the payments. To establish payment by electronic funds transfer, *AmeriCash Loans, L.L.C.* must review and approve the electronic funds transfer forms used by your bank. This approval process normally takes seven working days after the correct forms are received from your bank.

3. Prepayment Rights

You have the right at any time to pay your entire loan early. There is no premium or penalty charged for prepayment. However, you will be charged accrued interest through the date of prepayment. The amount required for prepayment will vary depending on the principal amount being prepaid and the date of prepayment. If you prepay your loan, interest will not accrue on the principal amount prepaid after the date of prepayment.

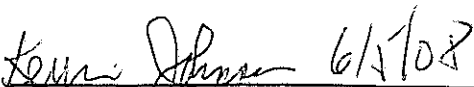
4. Discretionary Allotment

As explained above, a discretionary allotment is an arrangement whereby your loan installment will automatically be paid by deduction from your payroll. To initiate this arrangement, you will be asked to sign a direct deposit form as part of your loan documents. Once a direct deposit authorization form is filed with your employer, payment of your loan should be automatic. If for any reason your employer fails to deduct the allotment from your payroll or to forward it to *AmeriCash Loans, L.L.C.* bank account, you will still be liable for the unpaid installments of your loan. A discretionary allotment may be revoked at any time. However, if you do so, you will be responsible for making all installment payments on their due date either in cash or by a check which is received by *AmeriCash Loans, L.L.C.* before the installment due date. In addition, there must be sufficient funds in your checking account to cover the check. If you cancel your discretionary allotment and fail to make timely payments of the installment on your own, your loan will be in default and subject to acceleration and collection expenses (see paragraph 5 below). If a default occurs, you will also be ineligible for future loans from *AmeriCash Loans, L.L.C.* unless you reestablish your credit to *AmeriCash Loans, L.L.C.*'s satisfaction.

5. Events of Default

A default in your loan can occur in several ways. These include non-payment of any installment on its due date; late payment of an installment; payment of an installment by check which is returned for insufficient funds or for any other reason; initiation of bankruptcy proceedings and certain other acts of insolvency. A default can also occur if any information provided by you to *AmeriCash Loans, L.L.C.* concerning your job history, financial condition or otherwise is not correct at the time it is made. If a default occurs (1) your loan will become immediately due and payable, (2) you will be required to reimburse *AmeriCash Loans, L.L.C.* on demand for all cost and expenses which it incurs in collecting the loan, including, but not limited to, attorneys fees and court costs, and (3) you will be ineligible for future loans from *AmeriCash Loans, L.L.C.* unless your credit is reestablished to *AmeriCash Loans, L.L.C.*'s satisfaction. A default could also affect your ability to obtain credit from other sources.

I hereby represent and certify to *AmeriCash Loans, L.L.C.* that (1) I have read this Loan Selection, Disclosure and Information Form and have asked any questions that I care to ask concerning my rights and obligations, (2) all information that I have submitted to *AmeriCash Loans, L.L.C.* concerning myself, my job history and my financial condition is true and correct, and (3) I have been shown copies of all applicable loan documents prior to signing them, including an Installment Note and Federal Truth-in-Lending Disclosure Statement.


 KEVIN JOHNSON / Date

NOTICE TO BORROWERS

I the undersigned, acknowledge that the payments authorized by my direct deposit form, which I have signed, will be made to an account in the name of *AmeriCash Loans, L.L.C.* at Corus Bank pursuant to a third party allotment under 31 C.F.R. PART 210. I acknowledge that this account will be in the name of *AmeriCash Loans, L.L.C.* that *AmeriCash Loans, L.L.C.* will receive the funds in that account, and that this account is not my account. I recognize that I have no rights to the funds in this account, and that because it is not my account I will not receive any further information about that account. I recognize that the documents I have signed today do not create a relationship of any nature between Corus Bank and myself.

ATTENTION: ALL INSTALLMENT LOAN CUSTOMERS

It is the responsibility of the borrower(s) to set up the payroll deduction with their employer. This process may take two to four weeks to take effect. Payments must be made until the borrower can confirm the deduction has occurred on the paycheck. Please refer to your loan agreement to ensure prompt payments.

Please review each pay stub carefully during the course of the loan. Make sure that each payroll deduction has occurred and that it is for the correct amount. If there is no deduction or if it is for the wrong amount, please contact us immediately at (888)396-2274 to make the necessary payments and/or to correct any errors.

As a convenience to our customers, *AmeriCash Loans, L.L.C.* offers to help set up the payroll deduction with each employer. However, if the payroll deduction does not initiate or cancels prematurely, you (the borrower) are required to correct the error with your payroll department. If you are out of work or on a temporary leave, your payroll deduction may be terminated or suspended. Alternate payment arrangements must be made to satisfy your loan agreement. Please contact *AmeriCash Loans, L.L.C.* immediately to make the necessary payment arrangements in accordance with your loan agreement.

Remember that after (4) months of timely payments (or sooner if you are on an accelerated repayment schedule) you may be eligible to refinance your installment loan. Call your favorite *AmeriCash Loans, L.L.C.* location for details.

Please sign below to indicate you have read and understand this notice.

OPTIONAL PRE-AUTHORIZATION TO ELECTRONIC FUND TRANSFER

On the date written below I have entered into an installment loan agreement with *AmeriCash Loans, L.L.C.* ("Lender"), whereby Lender has agreed to lend me a certain amount of money, as set forth in the Installment Note and Disclosure Statement ("Agreement") signed by me and dated as of today's date.

In connection with this Agreement, I hereby authorize the Lender to either: (a) electronically debit, or (b) issue a bank draft against, my checking bank account:

3091609584

at

WAMU

Account Number

Name of Bank

Under any of the following conditions:

- (1) If I am in default (as that term is defined in the Agreement) under the Agreement, to collect the amount of any past due installment payment(s), including any late charges and/or returned check fee; or
- (2) If I have provided the Lender with a check as payment for an installment payment due, and the Lender deposited said check, and said check was subsequently dishonored by my bank, to collect the amount of said check, including any late charges and/or returned check fee; or
- (3) If I am in default under the Agreement, to collect the full amount of the unpaid balance due under the Agreement, including late charges and/or returned check fees; or
- (4) If my automatic payroll deduction has not been initiated prior to the due date of the first installment under the Agreement.

If initialed below, I further authorize Lender to either: (a) electronically debit, or (b) issue a bank draft against the above bank account under the following condition:

 KJ
Initials

To collect the amount of the regularly scheduled payment(s) due under the terms of the Agreement on their regularly scheduled due date(s).

I CAN REVOKE THIS AUTHORIZATION BY GIVING NOTICE OF REVOCATION TO LENDER. ANY REVOCATION IS EFFECTIVE ONLY AFTER LENDER HAS RECEIVED WRITTEN NOTICE FROM ME TO REVOKE THIS AUTHORIZATION IN SUCH TIME AND MANNER AS TO AFFORD A REASONABLE OPPORTUNITY TO ACT UPON THE NOTICE. I ALSO HAVE THE RIGHT TO STOP PAYMENT OF THE DEBIT ENTRY BY NOTIFICATION TO MY BANK AT LEAST THREE BUSINESS DAYS BEFORE THE SCHEDULED DATE OF THE ENTRY.

I acknowledge that I have read and understand this pre-authorization form and that I have received a copy of it.

 Kevin Johnson 8/15/08
KEVIN JOHNSON / Date

WAGE ASSIGNMENT



ASSIGNEE AMERICASH LOANS, L.L.C.
17 W JACKSON
CHICAGO, IL 60604
Ph. (312)913-9777 ~ Fax (312)913-0467

ASSIGNOR'S NAME AND ADDRESS

KEVIN JOHNSON
7146 S. RIDGELAND AVE APT.2N
CHICAGO, IL 60649

LOAN NUMBER

6636

DATE OF LOAN

06/05/2008

SOCIAL SECURITY XXX-XX-7522

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT			
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 365.00 %	FINANCE CHARGE The dollar amount the credit will cost you. \$1,911.20	AMOUNT FINANCED The amount of credit provided to you or on your behalf. \$700.00	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled. \$2,611.20
Your payment schedule will be:			
N° of Payments 24	Amount of Payments \$ 108.80	Payments are Due beginning semi-monthly 06/20/2008	

This Wage Assignment is being executed by me ("Assignor") to secure the above referenced loan given to me by AmeriCash Loans, L.L.C. ("Assignee"). If, 40 days after the Loan Maturity Date, I am in default under the terms of my loan agreement, Assignee will have the right, pursuant to and in accordance with the Illinois Wage Assignment Act 740 ILCS 170/01 et. seq., to collect the amount due from my present employer or a future employer. I understand that I may revoke this agreement of wages at will by written notice to Assignee.

The maximum wages, salary, commissions and bonuses that may be collected by Assignee hereon for any work week shall not exceed the lesser of (1) 15% of such gross amount paid for that week or (2) the amount by which disposable earnings for a week exceed 45 times the Federal Minimum Hourly Wage prescribed by Section 206 (1) (1) of Title 29, U.S.C. as amended, in effect at the time the amounts are payable. The term "disposable earnings" means that part of the earnings remaining after the deduction from those earnings of any amounts required by law to be withheld.

I hereby authorize, empower and direct my employer to pay to Assignee any and all monies due or to become due me hereon, authorize Assignee to receive the same, and release and discharge employer from all liability to me on account of monies paid in accordance herewith. No copy of the Wage Assignment shall be served on employer except in conformity with applicable law.

I acknowledge receipt of an exact copy of this Wage Assignment.

WAGE ASSIGNMENT

WITNESS _____

ASSIGNOR _____

(Assignor has received and exact copy of this Wage Assignment)

DATE _____

6/5/08

EMPLOYER'S NAME AND ADDRESS

LEGAL ASSISTANCE FOUNDATION OF METROPOLITAN CHICA-
111 W. JACKSON SUITE 300
CHICAGO, IL 60604

** ORIGINAL **

PLAINTIFF'S
EXHIBIT
B




17 W Jackson · Chicago, IL 60604
Ph. (312)913-9777 · Fax (312)913-0467
<http://www.americashloans.net>

Payment Schedule

Tuesday, February 17, 2009 (1)
Monday, March 2, 2009 (1)
Monday, March 16, 2009 (1)
Tuesday, March 31, 2009
Wednesday, April 15, 2009
Thursday, April 30, 2009
Friday, May 15, 2009
Monday, June 1, 2009 (1)
Monday, June 15, 2009
Tuesday, June 30, 2009
Wednesday, July 15, 2009
Friday, July 31, 2009
Monday, August 17, 2009 (1)
Monday, August 31, 2009
Tuesday, September 15, 2009
Wednesday, September 30, 2009
Thursday, October 15, 2009
Monday, November 2, 2009 (1)
Monday, November 16, 2009 (1)
Monday, November 30, 2009
Tuesday, December 15, 2009
Thursday, December 31, 2009
Friday, January 15, 2010
Monday, February 1, 2010 (1)

KEVIN JOHNSON
Loan N° 7653
Thursday, February 5, 2009

(1) If the due date falls on a Saturday or Sunday, payment will be deducted on the following Monday. If the due date falls on a holiday, payment will be deducted on the business day after the holiday.





LENDER AMERICASH LOANS, L.L.C.
17 W JACKSON
CHICAGO, IL 60604
Ph. (312)913-9777 ~ Fax (312)913-0467

NAME AND ADDRESS OF BORROWER

KEVIN JOHNSON
7146 S. RIDGELAND AVE APT.2N
CHICAGO, IL 60649

LOAN NUMBER

7653

DATE OF THIS NOTE

02/05/2009

SOCIAL SECURITY ***-**-7522

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
365.0164 %	\$1,827.20	\$700.00	\$2,527.20

PAYMENT SCHEDULE: N° of Payments **24** Amount of Payments **\$ 105.30** Payments are Due **semi-monthly** Beginning **02/15/2009** Last Payment (Maturity) is Due: **01/31/2010**

PREPAYMENT: You may pay your loan early without any prepayment penalty. The amount due on prepayment will vary depending upon the unpaid principal balance at the time of prepayment.
SECURITY: Your wage assignment is security for this loan.
See the note terms below for additional information regarding default, prepayment, and the computation method for amount due on prepayment.

Itemization of Amount Financed of: **\$700.00**
Amount given to you directly: **\$412.56**
Amount paid on your account: **\$287.44**
Amount paid to others on your behalf: **N/A**
To: **N/A**
To: **N/A**

INSTALLMENT NOTE

FOR VALUE RECEIVED, the undersigned ('Borrower') promises to pay to the order of *AmeriCash Loans, L.L.C.* at 17 W Jackson, Chicago, IL 60604, or at such other place as *AmeriCash Loans, L.L.C.* may designate, the principal sum of \$700.00 plus interest payable in 24 consecutive semi-monthly installments of \$105.30 each (including principal and interest), beginning 02/15/2009, with interest at a rate of 365.0164 % per annum payable on the principal balance remaining from time to time unpaid. All payments received on this Note shall be applied first to the reduction of unpaid principal. Interest after maturity, whether by reason of acceleration, default, or otherwise, shall be due and paid at the rate of 365.0164 % per annum until all principal is paid. Interest on this Note will be computed based upon a 365 day year for the actual number of days elapsed. Payment amounts may be rounded up to the nearest dollar to accommodate your employer or bank's request. Any payment in excess that may occur at the end of the loan, on any loan(s) with *AmeriCash Loans, L.L.C.* shall first be applied to any unpaid collection balances, fees, or current new loan balances if applicable, before any refund is issued. Once the refund has been confirmed for release, it will be issue to you, unless that refund is less than \$1.00.

DEFAULT AND ACCELERATION PROVISION: In case of default in the payment of any installment hereof when due, or institution of any proceeding by or against Borrower under any bankruptcy or insolvency law, or assignment by Borrower for the benefit of creditors, or any execution, attachment, warrant or other process being served on Borrower, or admission by Borrower of Borrower's inability to pay Borrower's debts as the mature, or in case any information provided by Borrower to *AmeriCash Loans, L.L.C.* shall be false or misleading at the time made, all obligations of Borrower under this Note shall, at the option of *AmeriCash Loans, L.L.C.*, be immediately due and payable. Borrower agrees to pay on demand all costs of collection, legal expenses, and reasonable attorneys fees incurred or paid by *AmeriCash Loans, L.L.C.* in collecting this Note, all of which will be added to the balance due under this Note.

PREPAYMENT: Borrower may pay this Note in full at any time without premium or penalty. The amount due on prepayment shall be determined by first applying payments received on this Note to the payment of interest accrued to the date of prepayment, and any remaining sums received shall be applied to the unpaid principal.

OTHER TERMS: Borrower, for and on behalf of Borrower and each and every guarantor, endorser and other person or entity from time to time liable for the payment of this Note, (a) consents to deferment and extension of time of payment of this Note without notice, (b) waives to the extent permitted by law, all rights under benefits under 740 ILCS § 155/1 (as amended from time to time), (c) waives diligence on the part of *AmeriCash Loans, L.L.C.*, (d) waives any right to receive notice of acceptance of this Note or any such guarantee, of any credit that *AmeriCash Loans, L.L.C.* extends to Borrower, of borrower's default, or of any action whatsoever that *AmeriCash Loans, L.L.C.* takes regarding Borrower or any other such obligor, and (e) waives presentment, demand for payment, protest, notice of dishonor and all other demands and notices in connection with the delivery, acceptance, or enforcement of this Note. The construction, validity and enforcement of this Note shall be governed by the laws of the State of Illinois, without regard to the principles of conflicts of laws. The Loan Selection, Disclosure and Information Form, if executed by borrower, is incorporated herein by this reference and made a part hereof.

Borrower acknowledges receipt of a duplicate of this instrument before consummation of the loan and agrees that the above disclosure statement is incorporated herein by reference.

WITNESS:

BORROWER:

2/15/09

NOTICE: SEE OTHER SIDE FOR ADDITIONAL TERMS AND CONDITIONS

WAGE ASSIGNMENT



ASSIGNEE AMERICASH LOANS, L.L.C.
 17 W JACKSON
 CHICAGO, IL 60604
 Ph. (312)913-9777 - Fax (312)913-0467

ASSIGNOR'S NAME AND ADDRESS

KEVIN JOHNSON
 7146 S. RIDGELAND AVE APT.2N
 CHICAGO, IL 60649

LOAN NUMBER

7653

DATE OF LOAN

02/05/2009

SOCIAL SECURITY ***--7522

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT															
<p>ANNUAL PERCENTAGE RATE</p> <p>The cost of your credit as a yearly rate.</p> <p>365.0164 %</p>	<p>FINANCE CHARGE</p> <p>The dollar amount the credit will cost you.</p> <p>\$1,827.20</p>	<p>AMOUNT FINANCED</p> <p>The amount of credit provided to you or on your behalf.</p> <p>\$700.00</p>	<p>TOTAL OF PAYMENTS</p> <p>The amount you will have paid after you have made all payments as scheduled.</p> <p>\$2,527.20</p>												
<p>PAYMENT SCHEDULE:</p> <table border="0"> <tr> <td>Nº of Payments</td> <td>Amount of Payments</td> <td>Payments are Due</td> <td>semi-monthly</td> </tr> <tr> <td>24</td> <td>\$ 105.30</td> <td>beginning</td> <td>02/15/2009</td> </tr> <tr> <td></td> <td></td> <td colspan="2">Last Payment (Maturity) is Due: 01/31/2010</td> </tr> </table>				Nº of Payments	Amount of Payments	Payments are Due	semi-monthly	24	\$ 105.30	beginning	02/15/2009			Last Payment (Maturity) is Due: 01/31/2010	
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24	\$ 105.30	beginning	02/15/2009												
		Last Payment (Maturity) is Due: 01/31/2010													

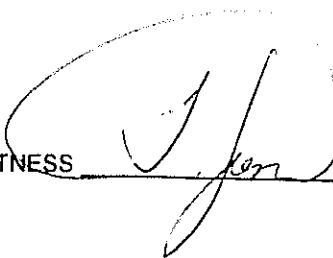
This Wage Assignment is being executed by me ("Assignor") to secure the above referenced loan given to me by AmeriCash Loans, L.L.C. ("Assignee"). If, 40 days after any payment due date, I am in default under the terms of my loan agreement, Assignee will have the right, pursuant to and in accordance with the Illinois Wage Assignment Act 740 ILCS 170/01 et. seq., to collect the amount due from my present employer or a future employer. I understand that I may revoke this agreement of wages at will by written notice to Assignee.

The maximum wages, salary, commissions and bonuses that may be collected by Assignee hereon for any work week shall not exceed the lesser of (1) 15% of such gross amount paid for that week or (2) the amount by which disposable earnings for a week exceed 45 times the Federal Minimum Hourly Wage prescribed by Section 206 (1) (1) of Title 29, U.S.C. as amended, in effect at the time the amounts are payable. The term "disposable earnings" means that part of the earnings remaining after the deduction from those earnings of any amounts required by law to be withheld.

I hereby authorize, empower and direct my employer to pay to Assignee any and all monies due or to become due me hereon, authorize Assignee to receive the same, and release and discharge employer from all liability to me on account of monies paid in accordance herewith. No copy of the Wage Assignment shall be served on employer except in conformity with applicable law.

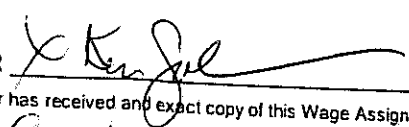
I acknowledge receipt of an exact copy of this Wage Assignment.

WITNESS

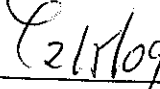


WAGE ASSIGNMENT

ASSIGNOR


 (Assignor has received an exact copy of this Wage Assignment)

DATE



EMPLOYER'S NAME AND ADDRESS

LEGAL ASSISTANCE FOUNDATION OF METROPOLITAN CHICA-
 111 W. JACKSON SUITE 300
 CHICAGO, IL 60604



17 W Jackson - Chicago, IL 60604
 Ph. (312)913-9777 - Fax (312)913-0467
<http://www.americashloans.net>

LOAN SELECTION, DISCLOSURE AND INFORMATION FORM

LOAN SELECTION

Thank you for applying for a loan from AmeriCash Loans, L.L.C.. Based on the information provided in your loan application, we have tentatively approved your application for a loan. AmeriCash Loans, L.L.C. has a number of different types of loans and payments plans available. Please initial your choice after reading the loan disclosure and information on this form below:

- A. Installment loan, payable through the automated clearing house by a discretionary allotment which automatically deducts your loan payment from your payroll.
- B. Installment loan, payable by personal check or electronic funds transfer from your personal checking or savings account.
- C. Signature installment loan, payable by in person by cash or money order on a monthly basis.

Your choice of loan as selected above will also apply to all renewals of your loan and any additional amounts borrowed while your loan is being repaid, until such time as you sign a new loan selection form indicating a different choice.

LOAN DISCLOSURE AND INFORMATION

This form summarizes important information about your loan from AmeriCash Loans, L.L.C. Please take a few minutes to review this form and feel free to ask our personnel any questions that you may have. You should then sign and date this form in the space indicated below.

1. General Information

AmeriCash Loans, L.L.C. makes three types of installment loans, as described below. Unless otherwise provided in your loan document, all loans are payable in equal semi-monthly installments of principal and interest. Each payment is applied first to accrued interest and then to principal. The amount of principal and interest, which is paid with each installment, changes with each payment. Thus, early payments are applied mostly to interest and later payments are applied mostly to principal. The amount of your monthly installment, your interest rate and the total amount of your payments (principal and interest) when the loan is repaid in full will be disclosed in the Federal Truth-in-Lending Disclosure Statement which will be part of your documents.

2. Types of Loans Available

- A. Installment loans can be paid automatically from your semi-monthly wages through the automated clearing house payroll allotments system. Under the automated clearing house system, you must sign a direct deposit form which authorizes your employer to make your installment payments directly to AmeriCash Loans, L.L.C. bank account. These payments are deducted from your gross wages. This arrangement is sometimes called a discretionary allotment. With a discretionary allotment, you do not need to mail checks to AmeriCash Loans, L.L.C. or to come to our offices to make payments. If you select an automated clearing house loan, your loan proceeds can usually be available on the same day you apply for the loan.
- B. Installment loans can also be payable by check or electronic funds transfer directly from your savings or checking account at your bank. You must arrange to pay each installment of the loan in cash or by check on or before its due date. If payment is made by check you must arrange AmeriCash Loans, L.L.C. to receive your checks on or before the installment due date, so you must allow sufficient time for mail delivery. In addition, the check must actually be paid by your bank.
- C. Signature loans are payable in person by cash or money order. To obtain this type of loan you must sign an optional authorization which allows lender to automatically debit your designated bank account for the full amount of principal and accrued interest in the event of any default as stated in paragraph 5 of this agreement. This ACH debit authorization can be revoked by giving written notice to AmeriCash Loans, L.L.C..

If your check is returned by your bank for insufficient funds or any other reason, your loan will be in default (see paragraph 5 below). If you have a checking or savings account at a bank which makes electronic funds transfers, you may be able to arrange for each installment to automatically be wired to AmeriCash Loans, L.L.C.'s account. Once electronic funds transfer, AmeriCash Loans, L.L.C. must review and approve the electronic funds transfer forms used by your bank. This approval process normally takes seven working days after the correct forms are received from your bank.

3. Prepayment Rights

You have the right at any time to pay your entire loan early. There is no premium or penalty charged for prepayment. However, you will be charged accrued interest through the date of prepayment. The amount required for prepayment will vary depending on the principal amount being prepaid and the date of prepayment. If you prepay your loan, interest will not accrue on the principal amount prepaid after the date of prepayment.

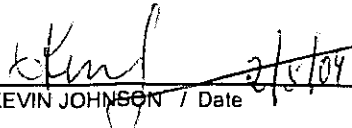
4. Discretionary Allotment

As explained above, a discretionary allotment is an arrangement whereby your loan installment will automatically be paid by deduction from your payroll. To initiate this arrangement, you will be asked to sign a direct deposit form as part of your loan documents. Once a direct deposit authorization form is filed with your employer, payment of your loan should be automatic. If for any reason your employer fails to deduct the allotment from your payroll or to forward it to AmeriCash Loans, L.L.C. bank account, you will still be liable for the unpaid installments of your loan. A discretionary allotment may be revoked at any time. However, if you do so, you will be responsible for making all installment payments on their due date either in cash or by a check which is received by AmeriCash Loans, L.L.C. before the installment due date. In addition, there must be sufficient funds in your checking account to cover the check. If you cancel your discretionary allotment and fail to make timely payments of the installment on your own, your loan will be in default and subject to acceleration and collection expenses (see paragraph 5 below). If a default occurs, you will also be ineligible for future loans from AmeriCash Loans, L.L.C. unless you reestablish your credit to AmeriCash Loans, L.L.C.'s satisfaction.

5. Events of Default

A default in your loan can occur in several ways. These include non-payment of any installment on its due date; late payment of an installment; payment of an installment by check which is returned for insufficient funds or for any other reason; initiation of bankruptcy proceedings and certain other acts of insolvency. A default can also occur if any information provided by you to AmeriCash Loans, L.L.C. concerning your job history, financial condition or otherwise is not correct at the time it is made. If a default occurs (1) your loan will become immediately due and payable in full, (2) you will be required to reimburse AmeriCash Loans, L.L.C. on demand for all cost and expenses which it incurs in collecting the loan, including, but not limited to, attorneys fees and court costs, and (3) you will be ineligible for future loans from AmeriCash Loans, L.L.C. unless your credit is reestablished to AmeriCash Loans, L.L.C.'s satisfaction. A default could also affect your ability to obtain credit from other sources.

I hereby represent and certify to AmeriCash Loans, L.L.C. that (1) I have read this Loan Selection, Disclosure and Information Form and have asked any questions that I care to ask concerning my rights and obligations, (2) all information that I have submitted to AmeriCash Loans, L.L.C. concerning myself, my job history and my financial condition is true and correct, and (3) I have been shown copies of all applicable loan documents prior to signing them, including an Installment Note and Federal Truth-in-Lending Disclosure Statement.


 KEVIN JOHNSON / Date 2/10/09

CONTINUED ON PAGE TWO

CUSTOMER COPY

12012008

NOTICE TO BORROWERS

I the undersigned, acknowledge that the payments authorized by my direct deposit form, which I have signed, will be made to an account in the name of *AmeriCash Loans, L.L.C.* at Corus Bank pursuant to a third party allotment under 31 C.F.R. PART 210. I acknowledge that this account will be in the name of *AmeriCash Loans, L.L.C.*, that *AmeriCash Loans, L.L.C.* will receive the funds in that account, and that this account is not my account. I recognize that I have no rights to the funds in this account, and that because it is not my account I will not receive any further information about that account. I recognize that the documents I have signed today do not create a relationship of any nature between Corus Bank and myself.

ATTENTION: ALL INSTALLMENT LOAN CUSTOMERS

It is the responsibility of the borrower(s) to set up the payroll deduction with their employer. This process may take two to four weeks to take effect. Payments must be made until the borrower can confirm the deduction has occurred on the paycheck. Please refer to your loan agreement to ensure prompt payments.

Please review each pay stub carefully during the course of the loan. Make sure that each payroll deduction has occurred and that it is for the correct amount. If there is no deduction or if it is for the wrong amount, please contact us immediately at (888)396-2274 to make the necessary payments and/or to correct any errors.

As a convenience to our customers, *AmeriCash Loans, L.L.C.* offers to help set up the payroll deduction with each employer. However, if the payroll deduction does not initiate or cancels prematurely, you (the borrower) are required to correct the error with your payroll department. If you are out of work or on a temporary leave, your payroll deduction may be terminated or suspended. Alternate payment arrangements must be made to satisfy your loan agreement. Please contact *AmeriCash Loans, L.L.C.* immediately to make the necessary payment arrangements in accordance with your loan agreement.

Remember that after (4) months of timely payments (or sooner if you are on an accelerated repayment schedule) you may be eligible to refinance your installment loan. Call your favorite *AmeriCash Loans, L.L.C.* location for details.

Please sign below to indicate you have read and understand this notice.

ELECTRONIC FUNDS TRANSFER AUTHORIZATION

On the date written below I have entered into an installment loan agreement with *AmeriCash Loans, L.L.C.* ("Lender"), whereby Lender has agreed to lend me a certain amount of money, as set forth in the Installment Note and Disclosure Statement ("Agreement") signed by me and dated as of today's date.

In connection with this Agreement, I hereby authorize the Lender to either: (a) electronically debit, or (b) issue a bank draft against, my checking bank account:

3091609584

at

WAMU

Account Number

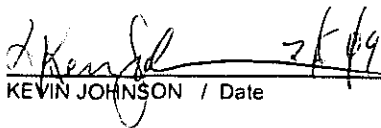
Name of Bank

Under any of the following conditions:

- (1) To collect the amount of the regularly scheduled payment(s) due under the terms of the Agreement on their regularly scheduled due date(s). If the due date falls on a Saturday or Sunday, my payment will be deducted on the following Monday. If the due date falls on a holiday, my payment will be deducted on the business day after the holiday; or
- (2) If I am in default (as that term is defined in the Agreement) under the Agreement, to collect the amount of any past due installment payment(s), including any late charges and/or returned check fee; or
- (3) If I have provided the Lender with a check as payment for an installment payment due, and the Lender deposited said check, and said check was subsequently dishonored by my bank, to collect the amount of said check, including any late charges and/or returned check fee; or
- (4) If I am in default under the Agreement, to collect the full amount of the unpaid balance due under the Agreement, including late charges and/or returned check fees; or
- (5) If my automatic payroll deduction has not been initiated prior to the due date of the first installment under the Agreement.

I CAN REVOKE THIS AUTHORIZATION BY GIVING NOTICE OF REVOCATION TO LENDER. ANY REVOCATION IS EFFECTIVE ONLY AFTER LENDER HAS RECEIVED WRITTEN NOTICE FROM ME TO REVOKE THIS AUTHORIZATION IN SUCH TIME AND MANNER AS TO AFFORD A REASONABLE OPPORTUNITY TO ACT UPON THE NOTICE. I ALSO HAVE THE RIGHT TO STOP PAYMENT OF THE DEBIT ENTRY BY NOTIFICATION TO MY BANK AT LEAST THREE BUSINESS DAYS BEFORE THE SCHEDULED DATE OF THE ENTRY.

I acknowledge that I have read and understand this authorization form and that I have received a copy of it.

 2/1/19
KEVIN JOHNSON / Date

ADDITIONAL TERMS AND CONDITIONS

Arbitration Disclosure.

By signing this Agreement, you agree that if a dispute of any kind arises out of this Agreement or your application therefore or any instrument relating thereto, then either you or we or third-parties involved can choose to have that dispute resolved by binding arbitration as set forth in Paragraph 2 below. If arbitration is chosen, it will be conducted with the American Arbitration Association (the "AAA") pursuant to the AAA's Commercial Arbitration Rules. If you have any questions concerning the AAA or if you wish to obtain a copy of the AAA's Commercial Arbitration Rules, you may call (800) 891-4741 or visit <http://www.adr.org> on the World Wide Web.

Arbitration Provision.

Any claim, dispute, or controversy (whether in contract, tort, or otherwise, whether pre-existing, or future, and including statutory, common law, international tort, and equitable claims) arising from or relating to this Agreement or application for this transaction or advertisements, promotions, or oral or written statements relating to this Agreement or the relationships which results from this Agreement (including, to the full extent permitted by applicable law, relationships with third-parties who are not signatories to this Agreement or this Arbitration Provision) or the validity, enforceability, or scope of this Arbitration Provision or the entire Agreement (collectively "Claim"), shall be resolved, upon the election of you or us or said third-parties, by binding arbitration pursuant to this Arbitration Provision and the Commercial Arbitration Rules in effect at the time the Claim is filed. A party who has asserted a claim in a lawsuit in court may elect arbitration with respect to any claim(s) subsequently asserted in that lawsuit by any other party or parties. The Commercial Arbitration Rules may be obtained by calling the phone number or visiting the web site identified in Paragraph 1 above; provided, however, that if for any reason the AAA is unable or unwilling or ceases to serve as arbitration administrator, an equivalent national arbitration organization utilizing a similar code of procedure will be substituted by us. There shall be no authority for any claims to be arbitrated on a class action basis. Further, an arbitration can only decide our or your Claim and may not consolidate or join the claims of other persons who may have advance the first \$50 of the filing and hearing fees for any Claim which you may file against us. The arbitrator will decide whether we or you will ultimately be responsible for paying any fees in connection with the arbitration. Unless inconsistent with applicable law, each party shall bear the expense of their respective interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1-16. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized by law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This Arbitration Provision shall survive satisfaction of your contractual obligations and termination of this Agreement. If any portion of this Arbitration Provision is deemed invalid or unenforceable under the FAA, it should not invalidate the remaining portions of this Arbitration Provision.

Customer's Representations and Warranties.

By signing this Agreement, you hereby represent and warrant, and acknowledge our reliance thereon, that all information contained in your credit application and contained in this Agreement is true and correct. You further represent and warrant that you are not a debtor under any proceeding in bankruptcy, insolvency, or reorganization and that you have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code on or before the Payment Due Date.

Authorization to Verify Information.

By signing this Agreement, you hereby authorize us and our agents to verify the information contained in your credit application or contained in this Agreement through any source, including our accessing your bank account information to verify whether funds are available to pay your Check, our obtaining your credit report, and our obtaining your check-writing history from any consumer information database.

Dishonored Check Fee.

If, for any reason, your bank dishonors your Check and it is returned to us unpaid, you agree to pay us a dishonored check fee in amount equal to \$25.00 plus the actual charge assessed against us by our bank as a result of your dishonored Check.

Bankruptcy.

I am not currently a party to a bankruptcy action, I have not filed nor had filed on my behalf a bankruptcy action within the past 90 days, and I do not currently plan to file or have filed on my behalf a bankruptcy action with the next 90 days.

PRIVACY POLICY DISCLOSURE

Regarding non-public personal information of customers of *AmeriCash Loans, L.L.C.* EFFECTIVE JANUARY 1, 2004

This Disclosure covers all personally identifiable information about present or past customers regarding their present or past relationship with *AmeriCash Loans, L.L.C.*

Policy regarding providing non-public information about you or your transactions to outside marketers

AmeriCash Loans, L.L.C. does not provide personal information about you or your transactions to outside companies for the purpose of their marketing services or goods to you.

Policy regarding providing information about you or your transactions to affiliated companies

AmeriCash Loans, L.L.C. may share information about your transactions with its affiliated companies, including information you provided on your application, verification of such information, or an assessment of your transactions with individuals or companies listed in your application. Information may also be provided to consumer reporting agencies such as TeleTrack and/or TeleCheck and/or their respective subscribers.

Policy regarding providing information about you or your transactions to unaffiliated third parties

AmeriCash Loans, L.L.C. shares non-public information on your current or past transactions with consumer reporting agencies, including but not limited to TeleTrack and/or TeleCheck and/or their respective subscribers. We also share such information with any law firms or collection agencies we engage in the collection of any debt owed us and/or to protect our contractual or other rights. *AmeriCash Loans, L.L.C.* also may share your non-public, personal information to the extent you have expressly consented to the same in writing.

Other situations where disclosure of your non-public information may be required

AmeriCash Loans, L.L.C. may be required to share your non-public personal information as required by federal, state or local laws or by court order.

Policy regarding categories of non-public personal information collected on you by us

The information we collect on you is categorized as follows:

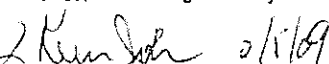
- (1) Information you provided on your application.
- (2) Verification of such information and/or assessment of your transactions with individuals or companies listed in your application.
- (3) Information provided by consumer reporting agencies such as TeleTrack and/or TeleCheck and/or their respective subscribers.

In-house policy on keeping your personal information secure

All personnel of *AmeriCash Loans, L.L.C.* with access to your private personal information are required to maintain the confidentiality of that information while employed with the company and upon their separation there from. Employees who fail to maintain this confidentiality are subject to disciplinary procedures. The company maintains file and computer safeguards both during and after hours of business.

I hereby consent to *AmeriCash Loans, L.L.C.* disclosing my non-public personal information.

Received, read and agreed to by:


KEVIN JOHNSON / Date

NOTICE TO BORROWERS

I the undersigned, acknowledge that the payments authorized by my direct deposit form, which I have signed, will be made to an account in the name of AmeriCash Loans, L.L.C. at Corus Bank pursuant to a third party allotment under 31 C.F.R. PART 210. I acknowledge that this account will be in the name of AmeriCash Loans, L.L.C., that AmeriCash Loans, L.L.C. will receive the funds in that account, and that this account is not my account. I recognize that I have no rights to the funds in this account, and that because it is not my account I will not receive any further information about that account. I recognize that the documents I have signed today do not create a relationship of any nature between Corus Bank and myself.

ATTENTION: ALL INSTALLMENT LOAN CUSTOMERS

It is the responsibility of the borrower(s) to set up the payroll deduction with their employer. This process may take two to four weeks to take effect. Payments must be made until the borrower can confirm the deduction has occurred on the paycheck. Please refer to your loan agreement to ensure prompt payments.

Please review each pay stub carefully during the course of the loan. Make sure that each payroll deduction has occurred and that it is for the correct amount. If there is no deduction or if it is for the wrong amount, please contact us immediately at (888)396-2274 to make the necessary payments and/or to correct any errors.

As a convenience to our customers, AmeriCash Loans, L.L.C. offers to help set up the payroll deduction with each employer. However, if the payroll deduction does not initiate or cancels prematurely, you (the borrower) are required to correct the error with your payroll department. If you are out of work or on a temporary leave, your payroll deduction may be terminated or suspended. Alternate payment arrangements must be made to satisfy your loan agreement. Please contact AmeriCash Loans, L.L.C. immediately to make the necessary payment arrangements in accordance with your loan agreement.

Remember that after (4) months of timely payments (or sooner if you are on an accelerated repayment schedule) you may be eligible to refinance your installment loan. Call your favorite AmeriCash Loans, L.L.C. location for details.

Please sign below to indicate you have read and understand this notice.

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In connection with this Agreement, I hereby authorize the Lender to either: (a) electronically debit, or (b) issue a bank draft against, my checking bank account:

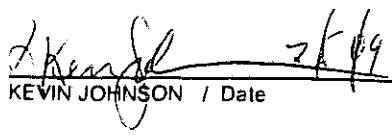
3091609584 at WAMU
Account Number Name of Bank

Under any of the following conditions:

- (1) To collect the amount of the regularly scheduled payment(s) due under the terms of the Agreement on their regularly scheduled due date(s). If the due date falls on a Saturday or Sunday, my payment will be deducted on the following Monday. If the due date falls on a holiday, my payment will be deducted on the business day after the holiday; or
- (2) If I am in default (as that term is defined in the Agreement) under the Agreement, to collect the amount of any past due installment payment(s), including any late charges and/or returned check fee; or
- (3) If I have provided the Lender with a check as payment for an installment payment due, and the Lender deposited said check, and said check was subsequently dishonored by my bank, to collect the amount of said check, including any late charges and/or returned check fee; or
- (4) If I am in default under the Agreement, to collect the full amount of the unpaid balance due under the Agreement, including late charges and/or returned check fees; or
- (5) If my automatic payroll deduction has not been initiated prior to the due date of the first installment under the Agreement.

I CAN REVOKE THIS AUTHORIZATION BY GIVING NOTICE OF REVOCATION TO LENDER. ANY REVOCATION IS EFFECTIVE ONLY AFTER LENDER HAS RECEIVED WRITTEN NOTICE FROM ME TO REVOKE THIS AUTHORIZATION IN SUCH TIME AND MANNER AS TO AFFORD A REASONABLE OPPORTUNITY TO ACT UPON THE NOTICE. I ALSO HAVE THE RIGHT TO STOP PAYMENT OF THE DEBIT ENTRY BY NOTIFICATION TO MY BANK AT LEAST THREE BUSINESS DAYS BEFORE THE SCHEDULED DATE OF THE ENTRY.

I acknowledge that I have read and understand this authorization form and that I have received a copy of it.

 2/5/09
KEVIN JOHNSON / Date