VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF PRINCE WILLIAM

COMMONWEALTH OF VIRGINIA, EX REL. MARK R. HERRING,	
ATTORNEY GENERAL,)
Plaintiff,)
v.)) CIVIL ACTION NO.
A TO Z PAWN, INC.,)
a Virginia corporation,)
Defendant.)))

COMPLAINT

The Plaintiff, Commonwealth of Virginia, by and through the Attorney General of Virginia, Mark R. Herring (the "Plaintiff" or the "Commonwealth"), petitions this Court to declare that the activities in which the Defendant, A to Z Pawn, Inc. ("A to Z Pawn" or the "Defendant"), has engaged constitute violations of §§ 54.1-4008(A), 54.1-4009(C), 54.1-4013(B), and 54.1-4014(B) of the Virginia pawnbroker statutes, as well as § 59.1-200(A)(33) of the Virginia Consumer Protection Act ("VCPA"). The Plaintiff prays that this Court grant the relief requested in this Complaint and states the following in support thereof:

JURISDICTION AND VENUE

1. The Commonwealth brings this action pursuant to its authority in Virginia Code § 59.1-203, which provides, *inter alia*, that the Attorney General may bring an action to enjoin any violation of the VCPA, which includes, among others, any violation of the statutes applicable to pawnbrokers, in accordance with §§ 54.1-4014(B) and 59.1-200(A)(33).

- 2. The Circuit Court for the County of Prince William has authority to entertain this action and to grant the relief requested pursuant to Virginia Code §§ 8.01-620, 17.1-513 and 59.1-203.
- 3. Venue is preferred in this Court pursuant to Virginia Code § 8.01-261(15)(c), because some or all of the acts to be enjoined are, or were, being done in Manassas Park and the County of Prince William. Venue is permissible in this Court pursuant to Virginia Code §§ 8.01-262(2), (3), and (4) because the Defendant has a registered office in Manassas Park, and has appointed an agent to receive process in Manassas, both of which are cities surrounded by the County of Prince William; the Defendant regularly conducts substantial business activity in Manassas Park and the County of Prince William; and portions of the cause of action arose in Manassas Park and the County of Prince William.
- 4. Prior to the commencement of this action, the Plaintiff gave the Defendant written notice that these proceedings were contemplated and a reasonable opportunity to appear before the Office of the Attorney General to demonstrate that it had not violated the VCPA or the pawnbroker statutes, or, in the alternative, to execute an Assurance of Voluntary Compliance ("Assurance"), pursuant to Virginia Code § 59.1-203(B). The Defendant agreed to execute an Assurance that is acceptable to the Commonwealth.

PARTIES

- 5. The Plaintiff is the Commonwealth of Virginia, by and through Mark R. Herring, Attorney General of Virginia.
- 6. The Defendant, A to Z Pawn, Inc., is a Virginia corporation with its principal place of business in Manassas Park, Virginia 20111. Its Articles of Incorporation were issued by the State Corporation Commission on March 22, 1996.

FACTS

- 7. During the period from at least January 1, 2012 through the present, the Defendant has operated as a pawnbroker to consumer borrowers out of its store located at 8462 Centreville Road, Manassas Park, Virginia 20111. In this connection, the Defendant makes and has made closed-end pawn loans to individual consumers for personal, family, household or other non-business purposes, which loans are secured by the consumers' personal property.
- 8. On a pawn loan it made on May 27, 2015, the Defendant imposed a monthly finance charge of \$27 on a loan of \$100. A copy of the pawn ticket the Defendant issued on this loan is attached as Exhibit A.
- 9. The finance charges of \$27 that the Defendant imposed on the loan described in paragraph 8 above included: monthly interest of \$7, a monthly service (storage) fee of \$5, a miscellaneous fee of \$6, a set-up fee of \$3, and an unnamed fee totaling \$6.
- 10. The total APR of the loan described in paragraph 8 above is 324%. The Defendant, however, inaccurately disclosed an APR of 252% for this loan on Exhibit A.
- 11. On a pawn loan it made on May 20, 2015, the Defendant imposed a monthly finance charge of \$60 on a loan of \$300. A copy of the pawn ticket the Defendant issued on this loan is attached as Exhibit B.
- 12. The finance charges of \$60 that the Defendant imposed on the loan described in paragraph 11 above included: monthly interest of \$15, a monthly service (storage) fee of \$15, a miscellaneous fee of \$15, a set-up fee of \$9, and an unnamed fee totaling \$6.
- 13. The total APR of the loan described in paragraph 11 above is 240%. The Defendant, however, inaccurately disclosed an APR of 216% for this loan on Exhibit B.

- 14. On a pawn loan it made on March 8, 2016, the Defendant imposed a monthly finance charge of \$18 on a loan of \$100. A copy of the pawn ticket the Defendant issued on this loan is attached as Exhibit C.
- 15. The finance charges of \$18 that the Defendant imposed on the loan described in paragraph 14 above included: monthly interest of \$5, a monthly storage/clerical fee of \$10, and a police reporting fee of \$3.
- 16. The total APR of the loan described in paragraph 14 above is 216%. The Defendant correctly discloses this APR on the pawn ticket attached as Exhibit C.

CAUSES OF ACTION

<u>COUNT I – Virginia Code §§ 54.1-4008(A), 54.1-4009(C), 54.1-4013(B)</u> and 54.1-4014(B)

- 17. The Commonwealth re-alleges and incorporates by reference the allegations of Paragraphs 1 through 16.
 - 18. Virginia Code § 54.1-4000 defines "pawnbroker" as:
 - "Pawnbroker" means any person who lends or advances money or other things for profit on the pledge and possession of tangible personal property, or other valuable things, other than securities or written or printed evidences of indebtedness or title, or who deals in the purchasing of personal property or other valuable things on condition of selling the same back to the seller at a stipulated price.
- 19. Section 54.1-4008(A) of the Virginia pawnbroker statutes provides that pawnbrokers may not demand interest greater than ten percent (10%) per month on a loan of \$25 or less, seven percent (7%) per month on a loan of more than \$25 and less than \$100, or five percent (5%) per month on a loan of \$100 or more.
- 20. Section 54.1-4009(C) of the Virginia pawnbroker statutes provides that pawnbrokers may charge service fees that "shall not exceed five percent [5%] of the amount loaned on such item or paid by the pawnbroker for such item or \$3, whichever is less" for each loan or transaction for making daily electronic reports to the appropriate law-enforcement officers in compliance with §

- 54.1-4010, for creating and maintaining the required electronic records, and for investigating legal title to the property being pawned, pledged, or purchased.
- 21. Section 54.1-4013(B) of the Virginia pawnbroker statutes provides that pawnbrokers may charge a monthly storage fee for any items requiring storage, which fee shall not exceed five percent (5%) of the amount loaned on such item.
- Aside from the interest and fees described in §§ 54.1-4008(A), 54.1-4009(C), and 54.1-4013(B), and the lost ticket fee permitted by § 54.1-4004, the Virginia pawnbroker statutes do not authorize the imposition of any other fees by a pawnbroker.
- On a one month pawn loan of \$100, the following interest and fees are permitted: (a) interest in the amount of \$5; (b) a storage fee in the amount of \$5; and (c) a service/electronic reporting fee in the amount of \$3. The total permitted monthly finance charges of \$13 provide for an APR of 156%.
- 24. On a one month pawn loan of \$300, the following interest and fees are permitted: (a) interest in the amount of \$15; (b) a storage fee in the amount of \$15; and (c) a service fee in the amount of \$3. The total monthly finance charges permitted provide for an APR of 132%.
- 25. The five-percent (5%) monthly interest rate that the Defendant imposed in the amount of \$15 on the \$300 loan described in paragraph 12 and evidenced by Exhibit B, and in the amount of \$5 on the \$100 loan described in paragraph 15 and evidenced by Exhibit C, are consistent with the interest rate permitted by \$54.1-4008(A) of the pawnbroker statutes. However, the seven-percent (7%) monthly interest rate that the Defendant imposed on the \$100 loan described in paragraph 9 and evidenced by Exhibit A exceeds the five-percent (5%) monthly interest permitted for loans of this amount. This resulted in the affected consumer being overcharged \$2.
- 26. The five-percent (5%) monthly storage fee that the Defendant imposed in the amount of \$5 on the \$100 loan described in paragraph 9 and evidenced by Exhibit A, and in the

amount of \$15 on the \$300 loan described in paragraph 12 and evidenced by Exhibit B, are consistent with the storage fees permitted by § 54.1-4013(B) of the pawnbroker statutes. However, the ten-percent (10%) monthly storage/clerical fee that the Defendant imposed in the amount of \$10 on the \$100 loan described in paragraph 15 and evidenced by Exhibit C violated § 54.1-4013(B). This violation resulted in an overcharge of \$5 to the affected consumer.

- 27. The police-reporting or set-up fee that the Defendant imposed in the amount of \$3 on the \$100 loan described in paragraph 9 and evidenced by Exhibit A, and the \$100 loan described in paragraph 15 and evidenced by Exhibit C, are consistent with the electronic reporting fee permitted by \$ 54.1-4009(C) of the pawnbroker statutes. However, the set-up fee of \$9 that the Defendant imposed on the \$300 loan described in paragraph 12 and evidenced by Exhibit B violated \$ 54.1-4009(C). This violation resulted in an overcharge of \$6 to the affected consumer.
- 28. The miscellaneous fee in the amount of \$6 and the unnamed fee in the amount of \$6 that the Defendant imposed on the \$100 loan described in paragraph 9 and evidenced by Exhibit A, and the miscellaneous fee in the amount of \$15 and the unnamed fee in the amount of \$6 that the Defendant imposed on the \$300 loan described in paragraph 12 and evidenced by Exhibit B, are excessive fees that are not specifically authorized by \$\$ 54.1-4004, 54.1-4008(A), 54.1-4009(C), 54.1-4013(B), or any other pawnbroker statute. Accordingly, these charges constitute disguised interest in violation of \$\$ 54.1-4008(A) and 54.1-4014(B). These charges resulted in the affected consumers being overcharged an additional \$12 and \$21 total, on these loans.
- 29. During the period from at least March 17, 2015, through March 16, 2016 (the "Relevant Period"), the Defendant charged excessive monthly interest on some loans it made in the exact amount of \$100, excessive set-up or police reporting fees on some loans it made in amounts of more than \$100, miscellaneous, clerical and unnamed fees resulting in disguised interest on other

loans, and excessive monthly storage fees on other loans. On information and belief, every loan the Defendant made during the Relevant Period included at least some excessive fee resulting in an overcharge to the affected consumer.

Count II - Virginia Consumer Protection Act

- 30. The Commonwealth re-alleges and incorporates by reference the allegations of Paragraphs 1 through 29.
- 31. The Defendant is now, and was at all times during the Relevant Period, a "supplier" of "goods" or "services," and engaged in "consumer transactions," as those terms are defined in § 59.1-198 of the VCPA, by advertising, offering, and providing pawn loans to consumers.
- 32. Pursuant to § 59.1-200(A)(33), each of the Defendant's violations of § 54.1-4008(A), 54.1-4009(C), 54.1-4013(B), and 54.1-4014(B) of the pawnbroker statutes also constitutes a violation of the VCPA.
- 33. The VCPA authorizes the Attorney General to seek, among other relief, restitution (§ 59.1-205) for any amounts that might have been acquired from identifiable persons by means of a violation of § 59.1-200, civil penalties of not more than \$2,500 per willful violation (§ 59.1-206), investigative costs and reasonable expenses not to exceed \$1,000 per violation, and attorneys' fees (§ 59.1-206).
- 34. The Defendant willfully committed the violations described of §§ 54.1-4008(A), 54.1-4009(C), 54.1-4013(B), 54.1-4014(B), and 59.1-200(A)(33) because, on information and belief, it knew of its obligations and limitations under the aforementioned pawnbroker statutes yet chose to impose the illegal fees not authorized by those statutes.
- 35. Individual consumers have suffered monetary damages as a result of the aforesaid violations by the Defendant.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff, Commonwealth of Virginia, prays that this Court:

A. Permanently enjoin the Defendant and its officers, directors, managers, members,

employees, agents, successors, and assigns from violating §§ 54.1-4008(A), 54.1-4009(C), 54.1-

4013(B), 54.1-4014(B), and 59.1-200(A)(33) of the Code of Virginia:

В. Grant judgment against the Defendant, and award to the Commonwealth, as

trustee, for the use and benefit of all aggrieved borrowers, all sums necessary to restore to any

consumers the money or property acquired from them by the Defendant in connection with its

violations of §§ 54.1-4008(A), 54.1-4009(C), 54.1-4013(B), 54.1-4014(B), and 59.1-200(A)(33)

of the Code of Virginia, pursuant to Virginia Code § 59.1-205:

C. Grant judgment against the Defendant and award to the Commonwealth civil

penalties of up to \$2,500 per willful violation of § 59.1-200(A)(33), pursuant to Virginia Code §

59.1-206(A), with the exact number of violations to be proven at trial;

D. Grant judgment against the Defendant and award to the Commonwealth its costs,

reasonable expenses incurred in investigating and preparing the case up to \$1,000.00 per

violation of § 59.1-200(A)(33) of the VCPA, and its attorneys' fees, pursuant to Virginia Code §

59.1-206(C); and

E. Order such other and further relief as may be proper and just.

COMMONWEALTH OF VIRGINIA,

EX. REL. MARK R. HERRING,

ATTORNEY GENERAL

Mark R. Herring

Attorney General

Cynthia E. Hudson

Chief Deputy Attorney General

8

Samuel T. Towell Deputy Attorney General Civil Litigation Division

Richard S. Schweiker, Jr. Senior Assistant Attorney General and Chief Consumer Protection Section

David B. Irvin (VSB No. 23927) Senior Assistant Attorney General Mark S. Kubiak (VSB No. 73119) Assistant Attorney General 202 North Ninth Street Richmond, Virginia 23219

Phone: (804) 786-4047 Fax: (804) 786-0122

Email: dirvin@oag.state.va.us

CERTIFICATE OF SERVICE

I hereby certify that, on this 28th day of August, 2017, a true copy of the foregoing Complaint was sent by first-class mail, postage prepaid, to Christian R. Schreiber, Esquire, Venable LLP, 8010 Towers Crescent Drive, Suite 300, Tysons, Virginia 22182, and to Allyson B. Baker, Esquire, Venable LLP, 600 Massachusetts Avenue, N.W., Washington, D.C. 20001, counsel for A to Z Pawn, Inc.

David B Arvin

A To Z Pawn

8462 Centerville Rd.. Manassas Park VA 20111 (703) 330-5555

30 Day Pawn

Date Made: Time Made: 5/27/2015 4:28 PM

Pledgor: SEX: F WEIGHT: 140 BEARD RACE: WHITE EYES: BROWN MUSTACHE: HEIGHT: 5-05 GLASSES: Address: EMPLOYER: WEST NEWTON PA 15089 EMPLOYER PHONE: Description of all items pawned TRUTH IN LENDING 1 - Tablet Cpu Tablet acer w/keyboard windows 8 2gb of ram and 32gb MATURITY DATE 26-Jun-15 of hard drive Acer NONE Serial#NKI101304E4207B1147200 AMOUNT FINANCED \$100.00 2/. 1 - Neck Chain And Pendant Link necklace 14k w/ a cross charm The amount of credit provided to you w/stone 14k 2.5dwt FINANCE CHARGE \$27.00 mount the credit will cost yo TOTAL OF PAYMENTS \$127.00 nt to redeem pawn on maturity det ANNUAL PERCENTAGE RATE 252.00% PAYMENT SCHEDULE: 1 @ \$127.00 Amount To Extend Pawn For 30 Days \$24.00 Breakdown/Explanation of Finance Charges Setup Interest Service ≂Finance Chg Misc You are giving us a security interest in the described goods 3.00 7.00 5.00 6.00 \$21.00

Privacy Statement

We the lender respect your privacy by keeping the information you share with us secure. At no time do we disclose any non-public personal information about you, the customer, to any third party, except as mandated by law.

TERMS AND CONDITIONS. Your signature below constitutes acceptance.

1.LIMITATIONS OF LIABILITY, A TO Z PAWN INC. ASSUMES NO RESPONSIBILITY FOR THE LOSS, THEFT OR DAMAGE OF THE SAID BUYBACK ITEM(s) 2.ALL BUYBACKS ARE FOR 30 DAYS 3. THE BUYBACK TICKET MUST ACCOMPY ALL REMITTANCES, THE BUYBACK PROPERTY MAY BE DELIVERD TO ANY PERSON PRESENTING THIS TICKET(EXCEPT FIREARMS) 4.ALL LOST BUYBACK TICKETS 5.00 FEE , ALL LATE BUYBACK TICKETS 2.00 FEE

5. I HEREBY STATE THAT I AM THE OWNER OR HAVE THE CONSENT OF THE OWNER TO PAWN/SELL/LOAN/BUYBACK THE ABOVE MENTION

(CASH ONLY!!) ON ALL BUYBACKS/PICKUPS/MONTHLY STORAGE FEES

Merchandise not redeemed or renewed by 7/1/2015 will be forfeited

By signing, I am stating that I agree to all terms and conditions and ackowledge receipt of a copy of this agreement. I also state, under penalty of perjury, I have read the foregoing document, and the facts stated in it are true.

m of: \$100.00 5/27/2015 Customer Signature Hours Mon-Thu. 10:00 A.M. to 7:00 P.M. FRI 10:00AM TO 8:00PM Saturday 10:00 A.M. to 6.00 P.M. SUN 11:00AM TO 4:00 PM

Dealer: cac

Permit: N/A

BUYER/DEALER/EMPLOYEE SIGNATURE

CONFIDENTIAL

AToZ000037

A To Z Pawn

8462 Centerville Rd., Manassas Park VA 20111 (703) 330-5555



30 Day Pawn

41442

Date Made:

5/20/2015

Pledgor:	Time Wade: 11:04 AM
D:	SEX: M WEIGHT: 180 BEARD:
Address:	RACE: HISPANIC EYES: BROWN MUSTACHE
LANGLEY PARK MD 20783	EMPLOYER: HEIGHT: 5-06 GLASSES:
Description of all items paymed	EMPLOYER PHONE:
1/. 1 - Tools Miter saw ridgid 10" Ridgid MS255SR Serial#MS613020895	TRUTH IN LENDING
27. 1 - 1001 Dewalt table saw 10" DeWalt DW745 G	MATURITY DATE 19-Jun-1
	AMOUNT FINANCED The amount of credit provided to you \$300.00
3/. 1 - Tools Dewalt 2 pc set multi tool and a jib saw 20 v dewalt w/charger DeWalt DCS355/DCS331 Serial#067814/935389	FINANCE CHARGE The dollar amount the credit will cost you
4/. 1 - Framing Ridgid framing Ridgid R350RHE Serial#ER134323521	TOTAL OF PAYMENTS Amount to redeem pewm on meturity date \$360.00
7. I - Air Compressor 6 gal 150 not side: 4 - 5	ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate 216.00%
OF60150VP Serial#HF14243D0005891	PAYMENT SCHEDULE: 1 \$360.00
$10-11.0 \times 10^{-1}$	a second or part of the arence charge

You are giving us a security interest in the described goods

Amount To Extend Pawn For 30 Days

\$51.00 Breakdown/Explanation of Finance Charges Setup Interest Service Misc 9.00 15.00 15.00 15.00

We the lender respect your privacy by keeping the Information you share with us secure. At no time do we disclose any non-public personal information about you, the customer, to any third party, except as mandated by law.

TERMS AND CONDITIONS. Your signature below constitutes acceptance.

1.LIMITATIONS OF LIABILITY, A TO Z PAWN INC. ASSUMES NO RESPONSIBILITY FOR THE LOSS, THEFT OR DAMAGE OF THE SAID BUYBACK ITEM(\$) 2.ALL BUYBACKS ARE FOR 30 DAYS 3. THE BUYBACK TICKET MUST ACCOMPY ALL REMITTANCES, THE BUYBACK PROPERTY MAY BE DELIVERD TO ANY PERSON PRESENTING THIS TICKET (EXCEPT FIREARMS) 4.ALL LOST BUYBACK TICKETS 5.00 FEE, ALL LATE BUYBACK TICKETS 2.00 FEE

5. I HEREBY STATE THAT I AM THE OWNER OR HAVE THE CONSENT OF THE OWNER TO PAWN/SELL/LOAN/BUYBACK THE ABOVE MENTION

(CASH ONLY!!) ON ALL BUYBACKS/PICKUPS/MONTHLY STORAGE FEES

Merchandise not redeemed or renewed by 6/24/2015 will be forfeited

By signing, I am stating that I agree to all terms and conditions and ackowledge receipt of a copy of this agreement. I also state, under penalty of perjury, I have read the foregoing docyment, and the facts stated in it are true.

hereb \$300.00 5/20/2015 Hours Man-Thu-10:00 A.M. to 7:00 P.M. FRI 10:00AM TO 8:00PM Saturday 10:00 A.M. to 6.00 P.M. SUN 11:00AM TO 4:00 PM

Dealer: bls

Permit: N/A

BUYENDEALER ENDLOYEE SIGNATURE

CONFIDENTIAL

AToZ000043

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	WALDORF MD 20602			EMPLOYER PHO	NE: (
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