

VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF RICHMOND  
John Marshall Courts Building

COMMONWEALTH OF VIRGINIA	)
EX REL. MARK R. HERRING,	)
ATTORNEY GENERAL,	)
	)
Plaintiff,	)
v.	)
	)
FIELD ASSET SERVICE TEAM, LLC et al.	)
	)
Defendants.	)
	)

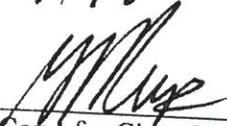
Civil Action No. CL 18-597-2

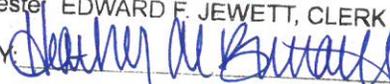
**ORDER APPROVING AND ADOPTING**  
**ASSURANCE OF VOLUNTARY COMPLIANCE**

Upon review of the Complaint and the Assurance of Voluntary Compliance, and with the consent of the parties, it is hereby ADJUDGED, ORDERED, and DECREED that:

1. The attached Assurance of Voluntary Compliance is hereby approved and adopted as an Order of this Court; and
2. The Clerk of this Court shall mail a certified copy of this Order to Erin E. Witte, Assistant Attorney General, Consumer Protection Section, 202 North Ninth Street, Richmond, Virginia 23219, and Kelly Hollowell Greenspoon Marder, P.A., 780 Lynnhaven Pkwy., Suite 400, Virginia Beach, VA 23452, counsel for the Defendants.

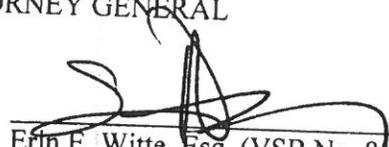
ENTER: 2 / 7 / 18

  
 \_\_\_\_\_  
 Judge, Circuit Court for City of Richmond

A Copy  
 Tester EDWARD F. JEWETT, CLERK  
 BY:  D.C.

**WE ASK FOR THIS:**

COMMONWEALTH OF VIRGINIA,  
*EX REL.* MARK R. HERRING,  
ATTORNEY GENERAL

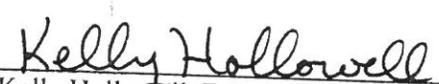
By: 

Erin E. Witte, Esq. (VSB No. 81096)  
Assistant Attorney General  
Consumer Protection Section  
202 North Ninth Street  
Richmond, Virginia 23219  
Phone: (804) 786-5632  
Fax: (804) 786-0122

*Counsel for Commonwealth of Virginia, ex rel. Mark R. Herring, Attorney General*

**SEEN AND AGREED:**

GREENSPOON MARDER, P.A.

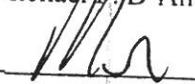
By: 

Kelly Hollowell, Esq. (VSB No. 44171)  
780 Lynnhaven Pkwy., Suite 400  
Virginia Beach, VA 23452  
Kelly.Hollowell@gmlaw.com  
Phone: (757) 222-8032  
Fax: (954) 333-4288  
*Counsel for Defendants*

FIELD ASSET SERVICE TEAM, LLC

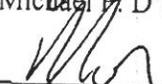
By: 

Michael P. D'Ambrose

Its: 

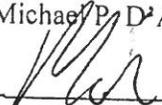
VIM HOLDINGS, LLC

By:   
Michael P. D'Ambrose

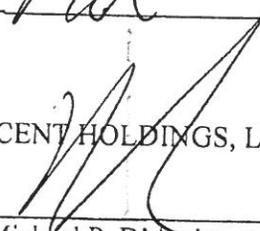
Its: 

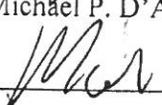
MR CAPITAL GROUP, LLC

By:   
Michael P. D'Ambrose

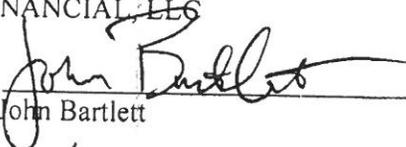
Its: 

NASCENT HOLDINGS, LLC

By:   
Michael P. D'Ambrose

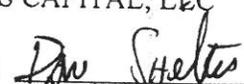
Its: 

B FINANCIAL LLC

By:   
John Bartlett

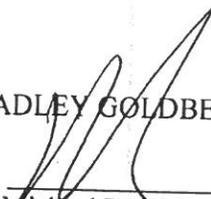
Its: MANAGER

DTS CAPITAL, LLC

By:   
Dan Shelton

Its: MGR

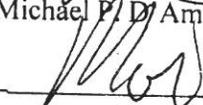
BRADLEY GOLDBERG & MILLER, LLC

By:   
Michael P. D'Ambrose

Its: 

U SOLUTIONS GROUP, LLC

By:   
Michael P. D'Ambrose

Its: 

VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF RICHMOND  
John Marshall Courts Building

COMMONWEALTH OF VIRGINIA )  
EX REL. MARK R. HERRING, )  
ATTORNEY GENERAL, )

Plaintiff, )  
v. )

Civil Action No. \_\_\_\_\_

FIELD ASSET SERVICE TEAM, LLC, )  
a Delaware limited liability company, )

VIM HOLDINGS, LLC, )  
a Delaware limited liability company, )

MR CAPITAL GROUP, LLC, )  
a Delaware limited liability company, )

NASCENT HOLDINGS, LLC, )  
a Delaware limited liability company, )

B FINANCIAL, LLC, )  
a Delaware limited liability company, )

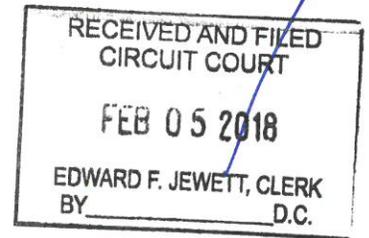
DTS CAPITAL LLC, )  
a Delaware limited liability company, )

BRADLEY GOLDBERG & MILLER LLC, )  
a Wyoming limited liability company, )

& )

U SOLUTIONS GROUP, LLC, )  
a Wyoming limited liability company, )

Defendants. )



ASSURANCE OF VOLUNTARY COMPLIANCE

## I. PARTIES

1.0 This Assurance of Voluntary Compliance (“Assurance”) is entered into by the Commonwealth of Virginia, by, through and at the relation of its Attorney General, Mark R. Herring (the “Attorney General” or the “Commonwealth”), and Field Asset Service Team, LLC (“FAST”); VIM Holdings, LLC (“VIM”); MR Capital Group, LLC (“MRC”); Nascent Holdings, LLC (“Nascent” or “NH”); B Financial, LLC (“BF”); DTS Capital, LLC (“DTS”); Bradley Goldberg & Miller, LLC (“BGM”); and U Solutions Group, LLC (“USG”); collectively, the “Defendants.”

1.1 FAST is a Delaware limited liability company headquartered in Wood Dale, Illinois. FAST operated as a lender, providing loans to consumers in Virginia solely via the Internet. FAST uses the website address [www.lineofcreditnow.net](http://www.lineofcreditnow.net).

1.2 VIM is a Delaware limited liability company headquartered in Wood Dale, Illinois. VIM operated as a lender, providing loans to consumers in Virginia solely via the Internet. VIM uses the trade name “EZ Credit Line” and the website address [www.ezcreditline.net](http://www.ezcreditline.net).

1.3 MRC is a Delaware limited liability company headquartered in Wood Dale, Illinois. MRC operated as a lender, providing loans to consumers in Virginia solely via the Internet. MRC uses the trade name “Money Credit Line” and the website address [www.moneycreditline.com](http://www.moneycreditline.com).

1.4 NH is a Delaware limited liability company headquartered in Wood Dale, Illinois. NH operated as a lender, providing loans to consumers in Virginia solely via the Internet. NH uses the trade name “Line of Credit Now” and the website address [www.lineofcreditnow.com](http://www.lineofcreditnow.com).

1.5 BF is a Delaware limited liability company headquartered in Wood Dale, Illinois.

BF operated as a lender, providing loans to consumers in Virginia solely via the Internet. BF uses the trade name “Guaranteed Cash Now” and the website address [www.guaranteedcashnow.net](http://www.guaranteedcashnow.net).

1.6 DTS is a Delaware limited liability company headquartered in Wood Dale, Illinois. DTS operated as a lender and uses the website address [www.quickintocash.com](http://www.quickintocash.com), but on information and belief, has not made any loans to Virginians.

1.7 FAST, VIM, MRC, NH, BF and DTS are referred to collectively hereinafter as “the Lenders.” The Lenders all used the same physical and mailing addresses, the same phone numbers, fax numbers and contact information, and used identical website content in their dealings with Virginians.

1.8 BGM is a Wyoming limited liability company, headquartered in Wood Dale, Illinois. BGM sent debt collection communications to Virginia consumers and their employers to implement wage assignments for the Lenders.

1.9 USG is a Wyoming limited liability company, headquartered in Wood Dale, Illinois. USG sent debt collection communications to Virginia consumers regarding their loans with the Lenders.

1.10 With the exception of BF, each of the named defendants is under the control of the same individual, a resident of Illinois.

1.11 The Defendants do not contest that they have advertised to and served Virginia consumers.<sup>1</sup> The Defendants consent to and waive all objections to this Court’s jurisdiction for all matters relating to this Assurance’s entry, execution, monitoring and enforcement. The Defendants further waive all objections they may have to venue in this Court for all matters relating to this Assurance’s entry, execution, monitoring and enforcement.

---

<sup>1</sup> DTS Capital advertised to Virginia consumers but it did not enter into any loan transactions with Virginia consumers.

## II. COMMONWEALTH'S POSITION

2.0 The statements contained in this Section II represent the position of the Attorney General.

2.1 The Commonwealth alleges that the Lenders were at all relevant times mentioned herein, "suppliers" of "goods" or "services," and engaged in "consumer transactions," as those terms are defined in § 59.1-198 of the Virginia Consumer Protection Act ("VCPA"), Virginia Code §§ 59.1-196 through 59.1-207, by advertising, offering and providing open-end credit plan loans to individual Virginia consumers via the Internet.

2.2 The Commonwealth alleges that BGM and USG were at all relevant times mentioned herein, "suppliers" of "goods" or "services," and engaged in "consumer transactions," as those terms are defined in § 59.1-198 of the VCPA by communicating with individual Virginia consumers and their employers regarding the consumers' open-end credit plan loans with the Lenders.

2.3 During the period from 2015 to June 19, 2017 ("the Relevant Period"), FAST, VIM, MRC, NH, and BF offered to make and made open-end credit plan loans to Virginia consumers via the Internet. DTS offered to make similar loans to Virginia consumers.

2.4 FAST, VIM, MRC, NH, and BF charged, contracted for, and received interest in excess of the statutory limit of twelve percent (12%) per year set forth in Virginia Code § 6.2-303.

2.5 The loans advertised and offered by the Lenders were not compliant with Virginia's open-end credit plan statute, Virginia Code § 6.2-312, which operates as an exception to the Virginia statutory limit of twelve percent (12%) in Virginia Code § 6.2-303. Section 6.2-312 permits lenders, in connection with open-end credit plans, to charge finance charges and

other fees at agreed-upon rates, provided that a finance charge is not imposed during a minimum twenty-five day grace period (the “Grace Period”) during which the borrower may repay the principal balance.

2.6 During the Relevant Period, FAST, VIM, MRC, NH, and BF imposed, on all of their open-end credit borrowers, a “cash advance fee” of \$5.00, a “service fee” of \$80.00, and an “activation fee” of \$15.00, without application of an appropriate finance-charge grace period. FAST, VIM, MRC, NH, and BF also imposed interest during the Grace Period.

2.7 FAST, VIM, MRC, NH, and BF provided in their contracts that consumers were being provided the loans at an annual interest rate of 9.99%, but they also charged consumers a “service fee” of \$80.00 per billing cycle, where the billing cycles and payments occurred at least bi-monthly. The service fee was effectively interest under the guise of a different name, and calculated together with the 9.99% advertised “interest” sharply increased the cost of the loans<sup>2</sup> and exceeded the 12% annual limit.

2.8 By failing to provide their borrowers with an applicable finance-charge grace period, the lending conduct of FAST, VIM, MRC, NH, and BF fell squarely within the 12% annual interest rate cap set forth in § 6.2-303, which they violated by charging interest and other charges in excess of the 12% annual limit.

2.9 FAST, VIM, MRC, NH, and BF also included a wage assignment provision in their contracts with Virginia consumers, which attempted to permit these Lenders to collect payments directly from the consumer’s wages instead of allowing the consumer to select when and how the consumer’s payments are made.

---

<sup>2</sup> The vast majority of the loans offered by these Lenders were for amounts of \$400 and under. The \$160 per month average cost for the service fee significantly increases the cost of the loan over time.

2.10 BGM worked in conjunction with the Lenders, and sent written debt collection communications to consumers and their employers in order to induce consumers to make payment on the loans.

2.11 BGM also sent these written communications to consumers' employers as part of its process to implement the wage assignments. The wage assignments operated to notify employers about the consumers' purported debts with the Lenders, instruct the employers to deduct amounts from the consumers' wages, and instruct employers to pay those amounts to BGM and/or the Lenders prior to the consumers receiving their paychecks.

2.12 The wage assignments did not comply with the governing Virginia statute, Virginia Code § 40.1-31, as they were not a "separate instrument" from the body of the contract (§ 40.1-31(2)), they were not signed by the consumers in person (§ 40.1-31(2)), they were not signed in triplicate (§ 40.1-31(2)), and they attempted to permit the Defendants to use the wage assignments against future employers (§ 40.1-31(4)).

2.13 USG also worked in conjunction with the Lenders by sending debt collection communications to Virginia consumers regarding their loans with the Lenders, advising them that payments were due or that payments had been debited from consumers' bank accounts.

2.14 The Commonwealth contends that the Lenders violated § 59.1-200(A)(5) and (14) of the VCPA by misrepresenting the legality of the interest rate imposed on the loans they offered to Virginia consumers.

2.15 The Commonwealth contends that BGM violated § 59.1-200(A)(14) of the VCPA by implementing and using illegal wage assignments to obtain payments from Virginia consumers.

2.16 The Commonwealth contends that USG violated § 59.1-200(A)(14) of the VCPA by misrepresenting that Virginia consumers were required to make payments on their loans, which were in violation of the open-end credit statute.

2.17 The Lenders have ceased new lending in Virginia and ceased collection on all of their loans in Virginia.

2.18 The Defendants have cooperated with the Office of the Attorney General in connection with its inquiry.

### **III. DEFENDANT'S POSITION**

3.0 The statements contained in this Section III represent the position of the Defendants.

3.1 Defendants do not contest the allegations in Paragraphs 2.1 and 2.2 but they deny the allegations in Paragraphs 2.3 through 2.16 of this Assurance.

### **IV. GENERAL PROVISIONS**

4.0 This Assurance does not constitute an admission by the Defendants for any purpose of any fact or of a violation of any state or federal law, rule or regulation. The Defendants enter into this Assurance without admitting any wrongdoing or liability and affirmatively state that their execution of this Assurance is for settlement purposes only. This Assurance is made without trial or adjudication of any issue of fact or law and it does not constitute a finding of fact in any way. This Assurance does not constitute evidence or admission of any issues of fact or law. The Defendants enter into this Assurance for the purpose of arriving at a complete, full settlement of any disagreement as to the matters addressed in this Assurance and preceding its execution, which may exist between Defendants and the Attorney General, in the interest of resolving the Attorney General's claims.

4.1 This Assurance shall be governed by the laws of the Commonwealth of Virginia.

4.2 This Assurance does not constitute an approval by the Attorney General of any of the Defendants' services or practices and Defendants shall not make any representation to the contrary.

4.3 Nothing in this Assurance shall be construed as a waiver of whatever, if any, private rights of action any affected person may have relating to the conduct at issue.

4.4 Nothing in this Assurance shall permit any person or entity not a signatory hereto to enforce any provision of this Assurance.

4.5 Nothing in this Assurance shall be construed to authorize or require any action by the Defendants in violation of applicable federal, state or other laws.

4.6 The Defendants agree that this Assurance constitutes a legally-enforceable obligation of the Defendants in accordance with its terms.

4.7 Except for the Complaint filed simultaneously with this Assurance, the Commonwealth shall not institute any civil proceeding or take any civil action against the Defendants, their officers, directors, members, managers, employees or agents under the VCPA for any conduct that occurred prior to the date this Assurance is signed by all parties and approved and adopted as an Order of the Court (the "Effective Date" of this Assurance) that is based on any service or practice addressed in this Assurance. The Parties agree that if Defendants, or their employees, agents, members, managers, officers or directors, provided any materially false information to the Commonwealth during any settlement negotiations between the Parties, this provision shall be null and void.

4.8 This Assurance applies to Defendants, together with their officers, directors, members, managers, employees, assigns and agents who are engaged in any aspect of the Defendants' lending activities relating to Virginia consumers.

4.9 This Assurance constitutes the entire agreement of the parties hereto and supersedes all prior agreements or understandings, whether written or oral, between the parties and/or their respective counsel with respect to the subject matter hereof. Any amendment or modification to this Assurance must be in writing and signed by a duly authorized representative of all the parties hereto.

#### V. ASSURANCES

5.0 The Defendants voluntarily agree to this Assurance of Voluntary Compliance without trial or adjudication of any issue of fact or law.

5.1 The Defendants agree to refrain from and to be permanently enjoined from engaging in those acts and practices alleged to be violations of the VCPA in Paragraphs 2.4 through 2.11, and 2.13 through 2.16 of Section II of this Assurance, and Defendants agree that engaging in such acts or similar acts after the Effective Date of this Assurance may constitute, dependent upon the facts and circumstances to be later determined, a violation of the Order by which this Assurance is approved and adopted by this Court.

5.2 The Defendants agree to refrain from and to be permanently enjoined from engaging in any and all practices in violation of the VCPA, as it now exists, or as amended in the future.

5.3 The Defendants agree to make available and to disclose the provisions of this Assurance to their officers, directors, members, managers, and employees within five (5) days of

the last execution date of this Assurance, or the date this Assurance is filed with the Court, whichever is later.

5.4 The Defendants shall institute supervisory compliance procedures that are reasonably designed to ensure compliance with this Assurance, including, without limitation: (a) the training of relevant employees; and (b) revisions to and/or development of appropriate training materials and internal procedures.

5.5 The Defendants agree to be permanently enjoined from entering into, forming, organizing or reorganizing into any partnership, corporation, limited liability company, sole proprietorship or any other legal structures, for the purpose of avoiding compliance with the terms of this Assurance, but are permitted to do any of the aforementioned for tax or legitimate corporate reasons.

5.6 The Defendants agree that they shall not represent that the Attorney General approves of or endorses Defendants' past or future business practices, or that the execution of this Assurance constitutes such approval or endorsement.

## VI. FIELD ASSET SERVICE TEAM

### **6.0 *Injunctive Relief***

6.1.1 FAST agrees to be permanently enjoined from advertising loans to Virginia consumers, or making loans of any type or form to Virginia consumers.

6.1.2 FAST agrees to be permanently enjoined from collecting any amounts from Virginia consumers in connection with loans it made to Virginians.

6.1.3 FAST agrees to be permanently enjoined from selling or transferring any of its Virginia consumer loan debts.

## 6.2 *Restitution*

6.2.1 “FAST Restitution-Eligible Consumers” means all borrowers who received a cash advance from FAST during the Relevant Period, and who paid amounts in excess of the principal borrowed plus 12% of the principal.

6.2.2 By the date it executes this Assurance, FAST agrees to provide the Attorney General’s Office with a verified spreadsheet containing the first and last name, home address, and phone number for all FAST Restitution-Eligible Consumers. Such spreadsheet also shall include for each FAST Restitution-Eligible Consumer the loan date, the initial principal amount loaned, the total amount paid on account of fees, interest, and other finance charges, and the dollar amount of restitution owed (which amount shall equal the total amount paid by the consumer in excess of the principal borrowed plus 12% of the principal). The verified spreadsheet shall be accompanied by an affidavit in a form approved by the Attorney General.

6.2.3 Within sixty (60) days of the Effective Date, FAST shall issue refund checks in an amount totaling \$36,257.64 to the FAST Restitution-Eligible Consumers with a letter explaining this settlement and stating that such consumers are entitled to a refund in the amount of the total amount paid by the consumer in excess of the principal borrowed plus 12% of the principal. The form and substance of the letter shall be approved by the Attorney General. FAST agrees that it will use reasonable efforts to locate the FAST Restitution-Eligible consumers.

6.2.4 FAST shall manage and conduct the mailing of refund checks to the FAST Restitution-Eligible Consumers and track and compile the identity of those consumers: (a) who deposit the refund checks; (b) who do not deposit the refund checks; and (c) whose refund

checks are returned to FAST for incorrect or insufficient address or any other reason. FAST agrees to cover all costs related to the mailing, tracking, and compiling described above.

6.2.5 FAST shall provide all information compiled pursuant to Paragraph 6.2.4 above to the Office of the Attorney General within one hundred twenty (120) days of the Effective Date so that the Attorney General may engage in further efforts to locate the FAST Restitution-Eligible Consumers whose refund checks are returned for incorrect or insufficient address, or any other reason. For any FAST Restitution-Eligible Consumer whose refund check is returned for incorrect address or insufficient address or any other reason, FAST also will provide the Attorney General with the consumer's date of birth, last known address, phone number and driver's license number if FAST has such information. The Attorney General may direct FAST to send refund checks at any time up to one hundred eighty (180) days after the Effective Date to any FAST Restitution-Eligible Consumer for whom a more current address is found. After one hundred eighty (180) days after the Effective Date, except for its obligations described in paragraph 6.2.6 below, FAST shall not have any further liability with respect to any refund checks that have not been deposited.

6.2.6 For any refund check that is not deposited through the restitution process described in paragraphs 6.2.3 through 6.2.4 above, FAST will forward the aggregate amounts due to such FAST Restitution-Eligible Consumers, together with a list of the affected consumers' names, to the Attorney General's Office in the form of a cashier's or certified check no later than two hundred forty (240) days after the Effective Date. If the Attorney General's Office is not successful thereafter in locating such Restitution-Eligible Consumers, such amounts will be forwarded to the Unclaimed Property Division of the Department of the Treasury pursuant to,

and for the purposes set forth in, §§ 55-210.9 and 55-210.2 of the Uniform Disposition of Unclaimed Property Act, Virginia Code §§ 55-210.1 to 55-210.30.

### 6.3 *Forbearances*

6.3.1 “FAST Forbearance-Eligible Consumers” means all borrowers who received a cash advance from FAST during the Relevant Period, and who continue to make payments on a cash advance, who continue to have an open balance on their line of credit account, or who defaulted on their line of credit account.

6.3.2 With respect to all FAST Forbearance-Eligible Consumers, FAST agrees to cease all collection efforts. By the date it executes this Assurance, FAST agrees to provide the Office of the Attorney General with a spreadsheet containing the name, address, telephone number, total amount loaned, current outstanding balance, total amount paid to date on account of principal, cash advances or other interest, and fees, and, as appropriate, the amount of any portion of the current outstanding balance which FAST agrees to forbear, with respect to each Forbearance-Eligible Consumer. The verified spreadsheet shall be accompanied by an affidavit in a form approved by the Attorney General.

6.3.3 In the event a Forbearance-Eligible Consumer voluntarily submits a payment to FAST after the Effective Date, FAST agrees to return the payment to the consumer simultaneously with a letter explaining the relevant terms of the Assurance within ten (10) business days of receipt of the consumer’s payment. The form and substance of any letter used under these circumstances shall be approved in advance by the Attorney General.

6.3.4 If any debt owed to FAST has been turned over by FAST to a debt collector, FAST agrees to provide notice to the debt collector requiring the debt collector to

cease all further collection efforts. FAST shall provide notice to debt collectors within fifteen (15) days of the Effective Date.

#### 6.4 *Civil Penalties & Attorneys' Fees*

6.4.1 The Commonwealth shall recover from Field Asset Service Team LLC, and Field Asset Service Team LLC agrees to pay the sum of Two Thousand Dollars (\$2,000), pursuant to § 59.1-206(C) of the VCPA, for reimbursement of the Commonwealth's reasonable expenses, costs and attorneys' fees in investigating and preparing this action. Any amounts paid and collected shall be deposited to the Attorney General's Regulatory, Consumer Advocacy, Litigation and Enforcement Revolving Trust Fund.

6.4.2 The Commonwealth shall recover from Field Asset Service Team LLC, and Field Asset Service Team LLC agrees to pay the sum of Two Thousand Dollars (\$2,000) pursuant to § 59.1-206(A) of the VCPA, as a civil penalty for alleged violations of the VCPA. Any amounts paid and collected shall be deposited to the Attorney General's Regulatory, Consumer Advocacy, Litigation and Enforcement Revolving Trust Fund.

6.4.3 FAST agrees to pay the amount set forth in this Section simultaneously with its execution of this Assurance by delivery of a cashier's or certified check in the amount of Four Thousand Dollars (\$4,000) payable to "Treasurer of Virginia," and remitted to the Office of the Attorney General, Consumer Protection Section, Attn: Erin E. Witte, 202 N. Ninth Street, Richmond, Virginia 23219.

#### 6.5 *Miscellaneous*

6.5.1 FAST agrees to use its current number to handle consumer inquiries relating to the settlement for at least two hundred forty (240) days after the Effective Date. FAST agrees that, in answering the consumer inquiries, it shall be knowledgeable of the terms of the

Assurance and have ready access to the spreadsheets required in Paragraphs 6.2.2 and 6.3.2 and be prepared to inform consumers of the relief they are eligible to receive pursuant to this Assurance, if any.

## **VII. VIM HOLDINGS, LLC**

### **7.0 *Injunctive Relief***

7.1.1 VIM agrees to be permanently enjoined from advertising its loans to Virginia consumers, or making loans of any type or form to Virginia consumers.

7.1.2 VIM agrees to be permanently enjoined from collecting any amounts from Virginia consumers in connection with loans it made to Virginians.

7.1.3 VIM agrees to be permanently enjoined from selling or transferring any of its Virginia consumer loan debts.

### **7.2 *Restitution***

7.2.1 “VIM Restitution-Eligible Consumers” means all borrowers who received a cash advance from VIM during the Relevant Period, and who paid amounts in excess of the principal borrowed plus 12% of the principal.

7.2.2 By the date it executes this Assurance, VIM agrees to provide the Attorney General’s Office with a verified spreadsheet containing the first and last name, home address, and phone number for all VIM Restitution-Eligible Consumers. Such spreadsheet also shall include for each VIM Restitution-Eligible Consumer the loan date, the initial principal amount loaned, the total amount paid on account of fees, interest, and other finance charges, and the dollar amount of restitution owed (which amount shall equal the total amount paid by the consumer in excess of the principal borrowed plus 12% of the principal). The verified spreadsheet shall be accompanied by an affidavit in a form approved by the Attorney General.

7.2.3 Within sixty (60) days of the Effective Date, VIM shall issue refund checks in an amount totaling \$5,818.25 to the VIM Restitution-Eligible Consumers with a letter explaining this settlement and stating that such consumers are entitled to a refund in the amount of the total amount paid by the consumer in excess of the principal borrowed plus 12% of the principal. The form and substance of the letter shall be approved by the Attorney General. VIM agrees that it will use reasonable efforts to locate the VIM Restitution-Eligible consumers.

7.2.4 VIM shall manage and conduct the mailing of refund checks to the VIM Restitution-Eligible Consumers and track and compile the identity of those consumers: (a) who deposit the refund checks; (b) who do not deposit the refund checks; and (c) whose refund checks are returned to VIM for incorrect or insufficient address or any other reason. VIM agrees to cover all costs related to the mailing, tracking, and compiling described above.

7.2.5 VIM shall provide all information compiled pursuant to Paragraph 7.2.4 above to the Office of the Attorney General within one hundred twenty (120) days of the Effective Date so that the Attorney General may engage in further efforts to locate the VIM Restitution-Eligible Consumers whose refund checks are returned for incorrect or insufficient address, or any other reason. For any VIM Restitution-Eligible Consumer whose refund check is returned for incorrect address or insufficient address or any other reason, VIM also will provide the Attorney General with the consumer's date of birth, last known address, phone number and driver's license number if VIM has such information. The Attorney General may direct VIM to send refund checks at any time up to one hundred eighty (180) days after the Effective Date to any VIM Restitution-Eligible Consumer for whom a more current address is found. After one hundred eighty (180) days after the Effective Date, except for its obligations described in

paragraph 7.2.6 below, VIM shall not have any further liability with respect to any refund checks that have not been deposited.

7.2.6 For any refund check that is not deposited through the restitution process described in paragraphs 7.2.3 through 7.2.4 above, VIM will forward the aggregate amounts due to such VIM Restitution-Eligible Consumers, together with a list of the affected consumers' names, to the Attorney General's Office in the form of a cashier's or certified check no later than two hundred forty (240) days after the Effective Date. If the Attorney General's Office is not successful thereafter in locating such Restitution-Eligible Consumers, such amounts will be forwarded to the Unclaimed Property Division of the Department of the Treasury pursuant to, and for the purposes set forth in, §§ 55-210.9 and 55-210.2 of the Uniform Disposition of Unclaimed Property Act, Virginia Code §§ 55-210.1 to 55-210.30.

### 7.3 *Forbearances*

7.3.1 "VIM Forbearance-Eligible Consumers" means all borrowers who received a cash advance from VIM during the Relevant Period, and who continue to make payments on a cash advance, who continue to have an open balance on their line of credit account, or who defaulted on their line of credit account.

7.3.2 With respect to all VIM Forbearance-Eligible Consumers, VIM agrees to cease all collection efforts. By the date it executes this Assurance, VIM agrees to provide the Office of the Attorney General with a spreadsheet containing the name, address, telephone number, total amount loaned, current outstanding balance, total amount paid to date on account of principal, cash advances or other interest, and fees, and, as appropriate, the amount of any portion of the current outstanding balance which VIM agrees to forbear, with respect to each

VIM Forbearance-Eligible Consumer. The verified spreadsheet shall be accompanied by an affidavit in a form approved by the Attorney General.

7.3.3 In the event a Forbearance-Eligible Consumer voluntarily submits a payment to VIM after the Effective Date, VIM agrees to return the payment to the consumer simultaneously with a letter explaining the relevant terms of the Assurance within ten (10) business days of receipt of the consumer's payment. The form and substance of any letter used under these circumstances shall be approved in advance by the Attorney General.

7.3.4 If any debt owed to VIM has been turned over by VIM to a debt collector, VIM agrees to provide notice to the debt collector requiring the debt collector to cease all further collection efforts. VIM shall provide notice to debt collectors within fifteen (15) days of the Effective Date.

#### **7.4 *Civil Penalties & Attorneys' Fees***

7.4.1 The Commonwealth shall collect from VIM Holdings Group, LLC and VIM Holdings Group, LLC agrees to pay the sum of Two Thousand Dollars (\$2,000), pursuant to § 59.1-206(C) of the VCPA, for reimbursement of the Commonwealth's reasonable expenses, costs and attorneys' fees in investigating and preparing this action. Any amounts paid and collected shall be deposited to the Attorney General's Regulatory, Consumer Advocacy, Litigation and Enforcement Revolving Trust Fund.

7.4.2 The Commonwealth shall collect from VIM Holdings Group, LLC and VIM Holdings Group, LLC agrees to pay the sum of Two Thousand Dollars (\$2,000) pursuant to § 59.1-206(A) of the VCPA, as a civil penalty for alleged violations of the VCPA. Any amounts paid and collected shall be deposited to the Attorney General's Regulatory, Consumer Advocacy, Litigation and Enforcement Revolving Trust Fund.

7.4.3 VIM agrees to pay the amount set forth in this Section simultaneously with its execution of this Assurance by delivery of a cashier's or certified check in the amount of Four Thousand Dollars (\$4,000) payable to "Treasurer of Virginia," and remitted to the Office of the Attorney General, Consumer Protection Section, Attn: Erin E. Witte, 202 N. Ninth Street, Richmond, Virginia 23219.

**7.5 *Miscellaneous***

7.5.1 VIM agrees to use its current number to handle consumer inquiries relating to the settlement for at least two hundred forty (240) days after the Effective Date. VIM agrees that, in answering the consumer inquiries, it shall be knowledgeable of the terms of the Assurance and have ready access to the spreadsheets required in Paragraphs 7.2.2 and 7.3.2 and be prepared to inform consumers of the relief they are eligible to receive pursuant to this Assurance, if any.

**VIII. MR CAPITAL GROUP, LLC**

**8.0 *Injunctive Relief***

8.1.1 MRC agrees to be permanently enjoined from advertising loans to Virginia consumers, or making loans of any type or form to Virginia consumers.

8.1.2 MRC agrees to be permanently enjoined from collecting any amounts from Virginia consumers in connection with loans it made to Virginians.

8.1.3 MRC agrees to be permanently enjoined from selling or transferring any of its Virginia consumer loan debts.

## 8.2 *Restitution*

8.2.1 “MRC Restitution-Eligible Consumers” means all borrowers who received a cash advance from MRC during the Relevant Period, and who paid amounts in excess of the principal borrowed plus 12% of the principal.

8.2.2 By the date it executes this Assurance, MRC agrees to provide the Attorney General’s Office with a verified spreadsheet containing the first and last name, home address, and phone number for all MRC Restitution-Eligible Consumers. Such spreadsheet also shall include for each MRC Restitution-Eligible Consumer the loan date, the initial principal amount loaned, the total amount paid on account of fees, interest, and other finance charges, and the dollar amount of restitution owed (which amount shall equal the total amount paid by the consumer in excess of the principal borrowed plus 12% of the principal). The verified spreadsheet shall be accompanied by an affidavit in a form approved by the Attorney General

8.2.3 Within sixty (60) days of the Effective Date, MRC shall issue refund checks in an amount totaling \$12,695.28 to the MRC Restitution-Eligible Consumers with a letter explaining this settlement and stating that such consumers are entitled to a refund in the amount of the total amount paid by the consumer in excess of the principal borrowed plus 12% of the principal. The form and substance of the letter shall be approved by the Attorney General. MRC agrees that it will use reasonable efforts to locate the MRC Restitution-Eligible consumers.

8.2.4 MRC shall manage and conduct the mailing of refund checks to the MRC Restitution-Eligible Consumers and track and compile the identity of those consumers: (a) who deposit the refund checks; (b) who do not deposit the refund checks; and (c) whose refund checks are returned to MRC for incorrect or insufficient address or any other reason. MRC agrees to cover all costs related to the mailing, tracking, and compiling described above.

8.2.5 MRC shall provide all information compiled pursuant to Paragraph 8.2.4 above to the Office of the Attorney General within one hundred twenty (120) days of the Effective Date so that the Attorney General may engage in further efforts to locate the MRC Restitution-Eligible Consumers whose refund checks are returned for incorrect or insufficient address, or any other reason. For any MRC Restitution-Eligible Consumer whose refund check is returned for incorrect address or insufficient address or any other reason, MRC also will provide the Attorney General with the consumer's date of birth, last known address, phone number and driver's license number if MRC has that information. The Attorney General may direct MRC to send refund checks at any time up to one hundred eighty (180) days after the Effective Date to any MRC Restitution-Eligible Consumer for whom a more current address is found. After one hundred eighty (180) days after the Effective Date, except for its obligations described in paragraph 8.2.6 below, MRC shall not have any further liability with respect to any refund checks that have not been deposited.

8.2.6 For any refund check that is not deposited through the restitution process described in paragraphs 8.2.3 through 8.2.4 above, MRC will forward the aggregate amounts due to such MRC Restitution-Eligible Consumers, together with a list of the affected consumers' names, to the Attorney General's Office no later than two hundred forty (240) days after the Effective Date. If the Attorney General's Office is not successful thereafter in locating such Restitution-Eligible Consumers, such amounts will be forwarded to the Unclaimed Property Division of the Department of the Treasury pursuant to, and for the purposes set forth in, §§ 55-210.9 and 55-210.2 of the Uniform Disposition of Unclaimed Property Act, Virginia Code §§ 55-210.1 to 55-210.30.

### 8.3 *Forbearances*

8.3.1 “MRC Forbearance-Eligible Consumers” means all borrowers who received a cash advance from MRC during the Relevant Period, and who continue to make payments on a cash advance, who continue to have an open balance on their line of credit account, or who defaulted on their line of credit account.

8.3.2 With respect to all MRC Forbearance-Eligible Consumers, MRC agrees to cease all collection efforts. By the date it executes this Assurance, MRC agrees to provide the Office of the Attorney General with a spreadsheet containing the name, address, telephone number, total amount loaned, current outstanding balance, total amount paid to date on account of principal, cash advances or other interest, and fees, and, as appropriate, the amount of any portion of the current outstanding balance which MRC agrees to forbear, with respect to each Forbearance-Eligible Consumer. The verified spreadsheet shall be accompanied by an affidavit in a form approved by the Attorney General.

8.3.3 In the event a Forbearance-Eligible Consumer voluntarily submits a payment to MRC after the Effective Date, MRC agrees to return the payment to the consumer simultaneously with a letter explaining the relevant terms of the Assurance within ten (10) business days of receipt of the consumer’s payment. The form and substance of any letter used under these circumstances shall be approved in advance by the Attorney General.

8.3.4 If any debt owed to MRC has been turned over by MRC to a debt collector, MRC agrees to provide notice to the debt collector requiring the debt collector to cease all further collection efforts. MRC shall provide notice to debt collectors within fifteen (15) days of the Effective Date.

#### 8.4 *Civil Penalties & Attorneys' Fees*

8.4.1 The Commonwealth shall collect from MR Capital Group, LLC and MR Capital Group, LLC agrees to pay the sum of Two Thousand Dollars (\$2,000), pursuant to § 59.1-206(C) of the VCPA, for reimbursement of the Commonwealth's reasonable expenses, costs and attorneys' fees in investigating and preparing this action. Any amounts paid and collected shall be deposited to the Attorney General's Regulatory, Consumer Advocacy, Litigation and Enforcement Revolving Trust Fund.

8.4.2 The Commonwealth shall collect from MR Capital Group, LLC and MR Capital Group, LLC agrees to pay the sum of Two Thousand Dollars (\$2,000) pursuant to § 59.1-206(A) of the VCPA, as a civil penalty for alleged violations of the VCPA. Any amounts paid and collected shall be deposited to the Attorney General's Regulatory, Consumer Advocacy, Litigation and Enforcement Revolving Trust Fund.

8.4.3 MRC agrees to pay the amount set forth in this Section simultaneously with its execution of this Assurance by delivery of a cashier's or certified check in the amount of Four Thousand Dollars (\$4,000) payable to "Treasurer of Virginia," and remitted to the Office of the Attorney General, Consumer Protection Section, Attn: Erin E. Witte, 202 N. Ninth Street, Richmond, Virginia 23219.

#### 8.5 *Miscellaneous*

8.5.1 MRC agrees to use its current number to handle consumer inquiries relating to the settlement for at least two hundred forty (240) days after the Effective Date. MRC agrees that, in answering the consumers inquiries, it shall be knowledgeable of the terms of the Assurance and have ready access to the spreadsheets required in Paragraphs 8.2.2 and 8.3.2 and

be prepared to inform consumers of the relief they are eligible to receive pursuant to this Assurance, if any.

## IX. NASCENT HOLDINGS, LLC

### **9.0 *Injunctive Relief***

9.1.1 NH agrees to be permanently enjoined from advertising loans to Virginia consumers, or making loans of any type or form to Virginia consumers.

9.1.2 NH agrees to be permanently enjoined from collecting any amounts from Virginia consumers in connection with loans it made to Virginians.

9.1.3 NH agrees to be permanently enjoined from selling or transferring any of its Virginia consumer loan debts.

### **9.2 *Restitution***

9.2.1 “NH Restitution-Eligible Consumers” means all borrowers who received a cash advance from NH during the Relevant Period, and who paid amounts in excess of the principal borrowed plus 12% of the principal.

9.2.2 By the date it executes this Assurance, NH agrees to provide the Attorney General’s Office with a verified spreadsheet containing the first and last name, home address, and phone number for all NH Restitution-Eligible Consumers. Such spreadsheet also shall include for each NH Restitution-Eligible Consumer the loan date, the initial principal amount loaned, the total amount paid on account of fees, interest, and other finance charges, and the dollar amount of restitution owed (which amount shall equal the total amount paid by the consumer in excess of the principal borrowed plus 12% of the principal). The verified spreadsheet shall be accompanied by an affidavit in a form approved by the Attorney General.

9.2.3 Within sixty (60) days of the Effective Date, NH shall issue refund checks in an amount totaling \$18,337.06 to the NH Restitution-Eligible Consumers with a letter explaining this settlement and stating that such consumers are entitled to a refund in the amount of the total amount paid by the consumer in excess of the principal borrowed plus 12% of the principal. The form and substance of the letter shall be approved by the Attorney General. NH agrees that it will use reasonable efforts to locate the NH Restitution-Eligible consumers.

9.2.4 NH shall manage and conduct the mailing of refund checks to the NH Restitution-Eligible Consumers and track and compile the identity of those consumers: (a) who deposit the refund checks; (b) who do not deposit the refund checks; and (c) whose refund checks are returned to NH for incorrect or insufficient address or any other reason. NH agrees to cover all costs related to the mailing, tracking, and compiling described above.

9.2.5 NH shall provide all information compiled pursuant to Paragraph 9.2.4 above to the Office of the Attorney General within one hundred twenty (120) days of the Effective Date so that the Attorney General may engage in further efforts to locate the NH Restitution-Eligible Consumers whose refund checks are returned for incorrect or insufficient address, or any other reason. For any NH Restitution-Eligible Consumer whose refund check is returned for incorrect address or insufficient address or any other reason, NH also will provide the Attorney General with the consumer's date of birth, last known address, phone number and driver's license number if NH has that information. The Attorney General may direct NH to send refund checks at any time up to one hundred eighty (180) days after the Effective Date to any NH Restitution-Eligible Consumer for whom a more current address is found. After one hundred eighty (180) days after the Effective Date, except for its obligations described in

paragraph 9.2.6 below, NH shall not have any further liability with respect to any refund checks that have not been deposited.

9.2.6 For any refund check that is not deposited through the restitution process described in paragraphs 9.2.3 through 9.2.4 above, NH will forward the aggregate amounts due to such NH Restitution-Eligible Consumers, together with a list of the affected consumers' names, to the Attorney General's Office in the form of a cashier's or certified check no later than two hundred forty (240) days after the Effective Date. If the Attorney General's Office is not successful thereafter in locating such Restitution-Eligible Consumers, such amounts will be forwarded to the Unclaimed Property Division of the Department of the Treasury pursuant to, and for the purposes set forth in, §§ 55-210.9 and 55-210.2 of the Uniform Disposition of Unclaimed Property Act, Virginia Code §§ 55-210.1 to 55-210.30.

### 9.3 *Forbearances*

9.3.1 "NH Forbearance-Eligible Consumers" means all borrowers who received a cash advance from NH during the Relevant Period, and who continue to make payments on a cash advance, who continue to have an open balance on their line of credit account, or who defaulted on their line of credit account.

9.3.2 With respect to all NH Forbearance-Eligible Consumers, NH agrees to cease all collection efforts. By the date it executes this Assurance, NH agrees to provide the Office of the Attorney General with a spreadsheet containing the name, address, telephone number, total amount loaned, current outstanding balance, total amount paid to date on account of principal, cash advances or other interest, and fees, and, as appropriate, the amount of any portion of the current outstanding balance which NH agrees to forbear, with respect to each

Forbearance-Eligible Consumer. The verified spreadsheet shall be accompanied by an affidavit in a form approved by the Attorney General.

9.3.3 In the event a Forbearance-Eligible Consumer voluntarily submits a payment to NH after the Effective Date, NH agrees to return the payment to the consumer simultaneously with a letter explaining the relevant terms of the Assurance within ten (10) business days of receipt of the consumer's payment. The form and substance of any letter used under these circumstances shall be approved in advance by the Attorney General.

9.3.4 If any debt owed to NH has been turned over by NH to a debt collector, NH agrees to provide notice to the debt collector requiring the debt collector to cease all further collection efforts. NH shall provide notice to debt collectors within fifteen (15) days of the Effective Date.

#### 9.4 *Civil Penalties & Attorneys' Fees*

9.4.1 The Commonwealth shall collect from Nascent Holdings, LLC and Nascent Holdings, LLC agrees to pay the sum of Two Thousand Dollars (\$2,000), pursuant to § 59.1-206(C) of the VCPA, for reimbursement of the Commonwealth's reasonable expenses, costs and attorneys' fees in investigating and preparing this action. Any amounts paid and collected shall be deposited to the Attorney General's Regulatory, Consumer Advocacy, Litigation and Enforcement Revolving Trust Fund.

9.4.2 The Commonwealth shall collect from Nascent Holdings, LLC and Nascent Holdings, LLC agrees to pay the sum of Two Thousand Dollars (\$2,000) pursuant to § 59.1-206(A) of the VCPA, as a civil penalty for alleged violations of the VCPA. Any amounts paid and collected shall be deposited to the Attorney General's Regulatory, Consumer Advocacy, Litigation and Enforcement Revolving Trust Fund.

9.4.3 NH agrees to pay the amount set forth in this Section simultaneously with its execution of this Assurance by delivery of a cashier's or certified check in the amount of Four Thousand Dollars (\$4,000) payable to "Treasurer of Virginia," and remitted to the Office of the Attorney General, Consumer Protection Section, Attn: Erin E. Witte, 202 N. Ninth Street, Richmond, Virginia 23219

9.5 *Miscellaneous*

9.5.1 NH agrees to use its current number to handle consumer inquiries relating to the settlement for at least two hundred forty (240) days after the Effective Date. NH agrees that, in answering the consumers inquiries, it shall be knowledgeable of the terms of the Assurance and have ready access to the spreadsheets required in Paragraphs 9.2.2 and 9.3.2 and be prepared to inform consumers of the relief they are eligible to receive pursuant to this Assurance, if any.

**X. B FINANCIAL, LLC**

**10.0 *Injunctive Relief***

10.1.1 BF agrees to be permanently enjoined from advertising loans to Virginia consumers, or making loans of any type or form to Virginia consumers.

10.1.2 BF agrees to be permanently enjoined from collecting any amounts from Virginia consumers in connection with loans it made to Virginians.

10.1.3 BF agrees to be permanently enjoined from selling or transferring any of its Virginia consumer loan debts.

## 10.2 *Restitution*

10.2.1 “BF Restitution-Eligible Consumers” means all borrowers who received a cash advance from BF during the Relevant Period, and who paid amounts in excess of the principal borrowed plus 12% of the principal.

10.2.2 By the date it executes this Assurance, BF agrees to provide the Attorney General’s Office with a verified spreadsheet containing the first and last name, home address, and phone number for all BF Restitution-Eligible Consumers. Such spreadsheet also shall include for each BF Restitution-Eligible Consumer the loan date, the initial principal amount loaned, the total amount paid on account of fees, interest, and other finance charges, and the dollar amount of restitution owed (which amount shall equal the total amount paid by the consumer in excess of the principal borrowed plus 12% of the principal). The verified spreadsheet shall be accompanied by an affidavit in a form approved by the Attorney General.

10.2.3 Within sixty (60) days of the Effective Date, BF shall issue refund checks in an amount totaling \$11,911.97 to the BF Restitution-Eligible Consumers with a letter explaining this settlement and stating that such consumers are entitled to a refund in the amount of the total amount paid by the consumer in excess of the principal borrowed plus 12% of the principal. The form and substance of the letter shall be approved by the Attorney General. BF agrees that it will use reasonable efforts to locate the BF Restitution-Eligible consumers.

10.2.4 BF shall manage and conduct the mailing of refund checks to the BF Restitution-Eligible Consumers and track and compile the identity of those consumers: (a) who deposit the refund checks; (b) who do not deposit the refund checks; and (c) whose refund checks are returned to BF for incorrect or insufficient address or any other reason. BF agrees to cover all costs related to the mailing, tracking, and compiling described above.

10.2.5 BF shall provide all information compiled pursuant to Paragraph 10.2.4 above to the Office of the Attorney General within one hundred twenty (120) days of the Effective Date so that the Attorney General may engage in further efforts to locate the BF Restitution-Eligible Consumers whose refund checks are returned for incorrect or insufficient address, or any other reason. For any BF Restitution-Eligible Consumer whose refund check is returned for incorrect address or insufficient address or any other reason, BF also will provide the Attorney General with the consumer's date of birth, last known address, phone number and driver's license number if BF has that information. The Attorney General may direct BF to send refund checks at any time up to one hundred eighty (180) days after the Effective Date to any BF Restitution-Eligible Consumer for whom a more current address is found. After one hundred eighty (180) days after the Effective Date, except for its obligations described in paragraph 10.2.6 below, BF shall not have any further liability with respect to any refund checks that have not been deposited.

10.2.6 For any refund check that is not deposited through the restitution process described in paragraphs 10.2.3 through 10.2.4 above, BF will forward the aggregate amounts due to such BF Restitution-Eligible Consumers, together with a list of the affected consumers' names, to the Attorney General's Office in the form of a cashier's or certified check no later than two hundred forty (240) days after the Effective Date. If the Attorney General's Office is not successful thereafter in locating such Restitution-Eligible Consumers, such amounts will be forwarded to the Unclaimed Property Division of the Department of the Treasury pursuant to, and for the purposes set forth in, §§ 55-210.9 and 55-210.2 of the Uniform Disposition of Unclaimed Property Act, Virginia Code §§ 55-210.1 to 55-210.30.

### 10.3 *Forbearances*

10.3.1 “BF Forbearance-Eligible Consumers” means all borrowers who received a cash advance from BF during the Relevant Period, and who continue to make payments on a cash advance, who continue to have an open balance on their line of credit account, or who defaulted on their line of credit account.

10.3.2 With respect to all BF Forbearance-Eligible Consumers, BF agrees to cease all collection efforts. By the date it executes this Assurance, BF agrees to provide the Office of the Attorney General with a spreadsheet containing the name, address, telephone number, total amount loaned, current outstanding balance, total amount paid to date on account of principal, cash advances or other interest, and fees, and, as appropriate, the amount of any portion of the current outstanding balance which BF agrees to forbear, with respect to each Forbearance-Eligible Consumer. The verified spreadsheet shall be accompanied by an affidavit in a form approved by the Attorney General.

10.3.3 In the event a Forbearance-Eligible Consumer voluntarily submits a payment to BF after the Effective Date, BF agrees to return the payment to the consumer simultaneously with a letter explaining the relevant terms of the Assurance within ten (10) business days of receipt of the consumer’s payment. The form and substance of any letter used under these circumstances shall be approved in advance by the Attorney General.

10.3.4 If any debt owed to BF has been turned over by BF to a debt collector, BF agrees to provide notice to the debt collector requiring the debt collector to cease all further collection efforts. BF shall provide notice to debt collectors within fifteen (15) days of the Effective Date.

#### 10.4 *Civil Penalties & Attorneys' Fees*

10.4.1 The Commonwealth shall collect from B Financial, LLC and B Financial LLC agrees to pay the sum of Two Thousand Dollars (\$2,000), pursuant to § 59.1-206(C) of the VCPA, for reimbursement of the Commonwealth's reasonable expenses, costs and attorneys' fees in investigating and preparing this action. Any amounts paid and collected shall be deposited to the Attorney General's Regulatory, Consumer Advocacy, Litigation and Enforcement Revolving Trust Fund.

10.4.2 The Commonwealth shall collect from B Financial, LLC and B Financial LLC agrees to pay the sum of Two Thousand Dollars (\$2,000) pursuant to § 59.1-206(A) of the VCPA, as a civil penalty for alleged violations of the VCPA. Any amounts paid and collected shall be deposited to the Attorney General's Regulatory, Consumer Advocacy, Litigation and Enforcement Revolving Trust Fund.

10.4.3 BF agrees to pay the amount set forth in this Section simultaneously with its execution of this Assurance by delivery of a cashier's or certified check in the amount of Four Thousand Dollars (\$4,000) payable to "Treasurer of Virginia," and remitted to the Office of the Attorney General, Consumer Protection Section, Attn: Erin E. Witte, 202 N. Ninth Street, Richmond, Virginia 23219

#### 10.5 *Miscellaneous*

10.5.1 BF agrees to use its current number to handle consumer inquiries relating to the settlement for at least two hundred forty (240) days after the Effective Date. BF agrees that, in answering the consumers inquiries, it shall be knowledgeable of the terms of the Assurance and have ready access to the spreadsheets required in Paragraphs 10.2.2 and 10.3.2

and be prepared to inform consumers of the relief they are eligible to receive pursuant to this Assurance, if any.

## **XI. DTS CAPITAL, LLC**

### ***11.0 Injunctive Relief***

11.1.1 DTS agrees to be permanently enjoined from advertising loans to Virginia consumers, or making loans of any type or form to Virginia consumers.

## **XII. BRADLEY GOLDBERG & MILLER, LLC**

### ***12.0 Injunctive Relief***

12.1.1 BGM agrees to be permanently enjoined from sending any debt collection communications to any party regarding a Virginia consumer, other than as provided in this Assurance.

12.1.2 BGM agrees to be permanently enjoined from collecting any amounts from Virginia consumers, their employers or their payroll administrators.

### ***12.2 Civil Penalties & Attorneys' Fees***

12.2.1 The Commonwealth shall collect from Bradley Goldberg & Miller, LLC and Bradley Goldberg & Miller LLC agrees to pay the sum of Five Thousand Dollars (\$5,000), pursuant to § 59.1-206(C) of the VCPA, for reimbursement of the Commonwealth's reasonable expenses, costs and attorneys' fees in investigating and preparing this action. Any amounts paid and collected shall be deposited to the Attorney General's Regulatory, Consumer Advocacy, Litigation and Enforcement Revolving Trust Fund.

12.2.2 The Commonwealth shall collect from Bradley Goldberg & Miller, LLC and Bradley Goldberg & Miller LLC agrees to pay the sum of Fifty Thousand Dollars (\$50,000) pursuant to § 59.1-206(A) of the VCPA, as a civil penalty for alleged violations of the VCPA.

Any amounts paid and collected shall be deposited to the Attorney General's Regulatory, Consumer Advocacy, Litigation and Enforcement Revolving Trust Fund.

12.2.3 BGM agrees to pay the amount set forth in this Section simultaneously with its execution of this Assurance by delivery of a cashier's or certified check in the amount of Fifty Five Thousand Dollars (\$55,000) payable to "Treasurer of Virginia," and remitted to the Office of the Attorney General, Consumer Protection Section, Attn: Erin E. Witte, 202 N. Ninth Street, Richmond, Virginia 23219.

### 12.3 *Miscellaneous*

12.3.1 BGM agrees to use its current number to handle consumer inquiries relating to the settlement for at least two hundred forty (240) days after the Effective Date. BGM shall be prepared to inform consumers of the relief they are eligible to receive pursuant to this Assurance, if any.

12.3.2 BGM agrees to use its current number to handle inquiries from any affected party relating to wage assignments for at least two hundred forty (240) days after the Effective Date. BGM shall inform any such affected parties that the wage assignment is void and shall be immediately terminated, and shall instruct any such affected parties that no further amounts shall be deducted from the consumer's wages.

## XIII. U SOLUTIONS GROUP, LLC

### 13.0 *Injunctive Relief*

13.1.1 USG agrees to be permanently enjoined from sending any communications to any party regarding a Virginia consumer, other than as provided in this Assurance.

13.1.2 USG agrees to be permanently enjoined from collecting any amounts from Virginia consumers, their employers or their payroll administrators.

**13.2 *Civil Penalties & Attorneys' Fees***

13.2.1 The Commonwealth shall collect from U Solutions Group, LLC and U Solutions Group, LLC agrees to pay the sum of Five Thousand Dollars (\$5,000), pursuant to § 59.1-206(C) of the VCPA, for reimbursement of the Commonwealth's reasonable expenses, costs and attorneys' fees in investigating and preparing this action. Any amounts paid and collected shall be deposited to the Attorney General's Regulatory, Consumer Advocacy, Litigation and Enforcement Revolving Trust Fund.

13.2.2 The Commonwealth shall collect from U Solutions Group, LLC and U Solutions Group, LLC agrees to pay the sum of Twenty Five Thousand Dollars (\$25,000) pursuant to § 59.1-206(A) of the VCPA, as a civil penalty for alleged violations of the VCPA. Any amounts paid and collected shall be deposited to the Attorney General's Regulatory, Consumer Advocacy, Litigation and Enforcement Revolving Trust Fund.

13.2.3 USG agrees to pay the amount set forth in this Section simultaneously with its execution of this Assurance by delivery of a cashier's or certified check in the amount of Thirty Thousand Dollars (\$30,000) payable to "Treasurer of Virginia," and remitted to the Office of the Attorney General, Consumer Protection Section, Attn: Erin E. Witte, 202 N. Ninth Street, Richmond, Virginia 23219.

**13.3 *Miscellaneous***

13.3.1 USG agrees to use its current number to handle consumer inquiries relating to the settlement for at least two hundred forty (240) days after the Effective Date. USG

shall be knowledgeable of the terms of the Assurance and be prepared to inform consumers of the relief they are eligible to receive pursuant to this Assurance, if any.

#### **XIV. MISCELLANEOUS**

14.0 The Defendants agree to maintain loan records, whether in electronic or hard copy form, relating to all consumers for a period of two years after the Effective Date.

14.1 If any of the Defendants files for bankruptcy within ninety (90) days of any payment made pursuant to this Assurance, the Commonwealth may, at its option, void any provision of this Assurance, or void this Assurance in its entirety.

14.2 To the extent that the Defendants have provided any negative information, knowingly or unknowingly, directly or indirectly, to any credit reporting agency concerning any Restitution-Eligible Consumer, or Forbearance-Eligible Consumer, the Defendants agree to contact the credit reporting agency to request removal of the adverse information.

#### **XV. SIGNATURES**

15.0 Each undersigned individual represents that he or she is fully authorized by the Party he or she represents to enter into this Assurance and to legally bind such Party to the terms and conditions herein.

Signed this 2<sup>nd</sup> day of February 2017/8

FOR THE PLAINTIFF:

COMMONWEALTH OF VIRGINIA,  
*EX REL.* MARK R. HERRING,  
ATTORNEY GENERAL

By:



David B. Irvin (VSB No. 23927)  
Senior Assistant Attorney General  
Erin E. Witte (VSB No. 81096)  
Assistant Attorney General  
Office of the Attorney General  
Consumer Protection Section  
202 North Ninth Street  
Richmond, Virginia 23219  
Phone: (804) 786-5632  
Fax: (804) 786-0122

*Counsel for Commonwealth of Virginia, ex rel. Mark R. Herring, Attorney General*

FOR THE DEFENDANT:

FIELD ASSET SERVICE TEAM, LLC

By: Kelly Hollowell  
Kelly Hollowell, Esq. (VSB No. 44171)  
Greenspoon Marder, P.A.  
780 Lynnhaven Pkwy., Suite 400  
Virginia Beach, VA 23452  
Kelly.Hollowell@gmlaw.com  
Phone: (757) 222-8032  
Fax: (954) 333-4288  
*Counsel for Field Asset Service Team, LLC*

FIELD ASSET SERVICE TEAM, LLC

By: Michael P. D'Ambrose  
Its: Mon

FOR THE DEFENDANT:

VIM HOLDINGS, LLC

By: Kelly Hollowell  
Kelly Hollowell, Esq. (VSB No. 44171)  
Greenspoon Marder, P.A.  
780 Lynnhaven Pkwy., Suite 400  
Virginia Beach, VA 23452  
Kelly.Hollowell@gmlaw.com  
Phone: (757) 222-8032  
Fax: (954) 333-4288  
*Counsel for VIM Holdings, LLC*

VIM HOLDINGS, LLC

By: Michael P. D'Ambrose  
Its: Mon

FOR THE DEFENDANT:

MR CAPITAL GROUP, LLC

By: Kelly Hollowell  
Kelly Hollowell, Esq. (VSB No. 44171)  
Greenspoon Marder, P.A.  
780 Lynnhaven Pkwy., Suite 400  
Virginia Beach, VA 23452  
Kelly.Hollowell@gmlaw.com  
Phone: (757) 222-8032  
Fax: (954) 333-4288  
*Counsel for MR Capital Group, LLC*

MR CAPITAL GROUP, LLC

By: [Signature]  
Michael P. D'Ambrose

Its: [Signature]

FOR THE DEFENDANT:

NASCENT HOLDINGS, LLC

By: Kelly Hollowell  
Kelly Hollowell, Esq. (VSB No. 44171)  
Greenspoon Marder, P.A.  
780 Lynnhaven Pkwy., Suite 400  
Virginia Beach, VA 23452  
Kelly.Hollowell@gmlaw.com  
Phone: (757) 222-8032  
Fax: (954) 333-4288  
*Counsel for Nascent Holdings, LLC*

NASCENT HOLDINGS, LLC

By: [Signature]  
Michael P. D'Ambrose

Its: [Signature]

FOR THE DEFENDANT:

B FINANCIAL, LLC

By: Kelly Hollowell  
Kelly Hollowell, Esq. (VSB No. 44171)  
Greenspoon Marder, P.A.  
780 Lynnhaven Pkwy., Suite 400  
Virginia Beach, VA 23452  
Kelly.Hollowell@gmlaw.com  
Phone: (757) 222-8032  
Fax: (954) 333-4288  
*Counsel for B Financial, LLC*

B FINANCIAL, LLC

By: John Bartlett  
John Bartlett  
Its: MANAGER

FOR THE DEFENDANT:

DTS CAPITAL, LLC

By: Kelly Hollowell  
Kelly Hollowell, Esq. (VSB No. 44171)  
Greenspoon Marder, P.A.  
780 Lynnhaven Pkwy., Suite 400  
Virginia Beach, VA 23452  
Kelly.Hollowell@gmlaw.com  
Phone: (757) 222-8032  
Fax: (954) 333-4288  
*Counsel for DTS Capital, LLC*

DTS CAPITAL, LLC

By: Dan Shelton  
Dan Shelton  
Its: MGR

FOR THE DEFENDANT:

BRADLEY GOLDBERG & MILLER, LLC

By: Kelly Hollowell  
Kelly Hollowell, Esq. (VSB No. 44171)  
Greenspoon Marder, P.A.  
780 Lynnhaven Pkwy., Suite 400  
Virginia Beach, VA 23452  
Kelly.Hollowell@gmlaw.com  
Phone: (757) 222-8032  
Fax: (954) 333-4288  
*Counsel for Bradley Goldberg & Miller, LLC*

BRADLEY GOLDBERG & MILLER, LLC

By: [Signature]  
Michael P. D'Ambrose

Its: [Signature]

FOR THE DEFENDANT:

U SOLUTIONS GROUP, LLC

By: Kelly Hollowell  
Kelly Hollowell, Esq. (VSB No. 44171)  
Greenspoon Marder, P.A.  
780 Lynnhaven Pkwy., Suite 400  
Virginia Beach, VA 23452  
Kelly.Hollowell@gmlaw.com  
Phone: (757) 222-8032  
Fax: (954) 333-4288  
*Counsel for U Solutions Group, LLC*

U SOLUTIONS GROUP, LLC

By: [Signature]  
Michael P. D'Ambrose

Its: [Signature]