

**BEFORE THE ATTORNEY GENERAL OF WEST VIRGINIA
STATE CAPITOL
CHARLESTON, WEST VIRGINIA**

IN THE MATTER OF:

**DOMINION MANAGEMENT SERVICES, INC. d/b/a CashPoint
6801 Richmond Highway
Alexandria, VA 22306**

ASSURANCE OF DISCONTINUANCE

The Attorney General of West Virginia ("Attorney General") has been investigating certain acts and practices of Dominion Management Services, Inc. d/b/a CashPoint ("CashPoint"), which may be subject to an order by the Attorney General or by a court of law. In accordance with West Virginia Code § 46A-7-107, CashPoint, without in any way admitting that any of its prior practices were in violation of the West Virginia Consumer Credit and Protection Act ("WVCCPA"), W. Va. Code § 46A-1-101 et seq., or other applicable state and federal laws, has consented to observe the following terms, conditions, and agreements in the future conduct of its business from and after the date of this Assurance of Discontinuance ("Assurance").

BACKGROUND AND APPLICABLE LAW

1. CashPoint is engaged in the business of making title loans to consumers in Virginia, including consumers who reside in West Virginia and travel to CashPoint's branch offices in Virginia to obtain loans.

2. CashPoint maintains its corporate headquarters at 6801 Richmond Highway, Alexandria, VA 22306.

3. Michael Lester is and was the president and principal officer of CashPoint at all times pertinent hereto.

4. CashPoint maintains various branch offices in the Commonwealth of Virginia from which it makes title loans.

5. The term "title loans" means a loan secured by a non-purchase money security interest in a motor vehicle.

6. For purposes of this Assurance of Discontinuance, the term "West Virginia Consumers" shall mean and refer to all persons who resided at or provided a West Virginia address at any time during their business dealings with CashPoint.

7. The collection of debts from West Virginia Consumers is governed by the WVCCPA, which is regulated by the Attorney General pursuant to W. Va. Code § 46A-7-101, et seq.

THE ATTORNEY GENERAL'S ALLEGATIONS

8. The Attorney General opened an investigation of CashPoint after receiving complaints and other information alleging that CashPoint had engaged in certain debt collection practices which, if true, may violate various provisions of the WVCCPA. The Attorney General alleges that these practices include, but are not limited, to the following:

a. Causing a telephone to ring or engaging any person in telephone conversations repeatedly or continuously, or at unusual times or times known to be inconvenient, with the intent to annoy, abuse, oppress or threaten any person at the called number, in violation of W. Va. Code § 46A-2-125 and W. Va. Code § 46A-6-104.

b. Wrongfully communicating information relating to a West Virginia Consumer's alleged indebtedness to their employer or agent, in violation of W. Va. Code § 46A-2-126 and W. Va. Code § 46A-6-104.

c. Unreasonably publicizing information relating to a West Virginia Consumer's alleged indebtedness to relatives or family members not residing with consumers, in violation of W. Va. Code § 46A-2-126 and W. Va. Code § 46A-6-104.

d. Unreasonably publicizing information relating to a West Virginia Consumer's alleged indebtedness to other third parties, in violation of W. Va. Code § 46A-2-126 and W. Va. Code § 46A-6-104.

e. Contacting third parties other than for the express purpose of acquiring or verifying a West Virginia Consumer's location information, in violation of W. Va. Code § 46A-2-126 and W. Va. Code § 46A-6-104.

f. Employing persons or companies as agents or independent contractors to enter West Virginia for the purpose of taking possession of motor vehicles that secure loans from Defendants when such parties do not have a valid business registration certificate from the West Virginia State Tax Department and, if they are a foreign corporation, a certificate of authority from the West Virginia Secretary of State, in violation of W. Va. Code § 11-12-4, W. Va. Code § 31D-15-1502, and W. Va. Code § 46A-6-104.

g. Failing to inform the agents or independent contractors it employs to not breach the peace when attempting to take possession of vehicles from West Virginia Consumers who allegedly defaulted on title loans, in violation of W. Va. Code § 46A-9-609 and W. Va. Code § 46A-6-104.

AGREEMENT

9. Without admitting and in fact denying that it has engaged in or committed any of the acts or violations as alleged herein, CashPoint hereby agrees to take the actions set forth herein below to resolve the concerns of the Attorney General.

10. CashPoint voluntarily assures the Attorney General that it will comply with the WVCCPA and all other applicable state and federal laws in their future business practices relating to the collection of debts from West Virginia Consumers.

11. CashPoint, without admitting that it has engaged in any of the conduct alleged in this Assurance, promises to refrain from the acts or practices enumerated below when collecting debts from West Virginia Consumers.

a. Causing a telephone to ring or engaging any person in telephone conversations repeatedly or continuously, or at unusual times or times known to be inconvenient, with the intent to annoy, abuse, oppress or threaten any person at the called number.

b. Wrongfully communicating information relating to a West Virginia Consumer's alleged indebtedness to their employer or agent.

c. Unreasonably publicizing information relating to a West Virginia Consumer's alleged indebtedness to relatives or family members not residing with consumers.

d. Unreasonably publicizing information relating to a West Virginia Consumer's alleged indebtedness to other third parties.

e. Contacting third parties other than for the express purpose of acquiring or verifying a West Virginia Consumer's location information.

f. Employing persons or companies as agents or independent contractors to enter West Virginia for the purpose of taking possession of motor vehicles that secure loans from

CashPoint when such parties do not have a valid business registration certificate from the West Virginia State Tax Department and, if they are a foreign corporation, a certificate of authority from the West Virginia Secretary of State.

g. Failing to take reasonable steps to inform its agents or independent contractors to not breach the peace or engage in unlawful coercion when attempting to take possession of vehicles from West Virginia Consumers who allegedly defaulted on loans, in accordance with W. Va. Code § 46-9-609 and W. Va. Code § 46A-6-104.

12. CashPoint agrees that all contacts with third parties will be governed by the restrictions found in § 46-2-126 of the WVCCPA. Specifically, it acknowledges and agrees that third parties may not be contacted except for the sole purpose of obtaining or verifying a West Virginia Consumer's location information. For purposes of this paragraph, "location information" shall mean "a West Virginia Consumer's place of abode and his or her telephone number at such place, or his or her place of employment."

13. CashPoint further agrees that in those instances when a third party may be contacted, the callers shall not publicize information relating to any alleged indebtedness of a West Virginia Consumer in violation of § 46A-2-126 of the WVCCPA.

14. CashPoint further agrees, when contacting a third party, that (a) its employees must identify themselves but may not identify their employer unless expressly asked to do so by the third party; (b) it cannot communicate with any such third party more than once unless specifically requested to do so by that person or the employee "reasonably believes" the information previously provided was erroneous or incomplete and that the person now has correct or complete information; and (c) it may not request that the third party deliver messages to West Virginia Consumers.

15. CashPoint agrees to make it its policy that in each instance when a third party is contacted, in relation to a West Virginia Consumer's account, it will enter into its collection records the justification for contacting the third party.

16. CashPoint agrees to close all accounts of West Virginia Consumers on which a delinquent balance was allegedly owed as of September 30, 2014, with a zero balance within thirty (30) days after the date of this Assurance.

17. CashPoint also agrees to mark all original loan agreements or copies of loan agreements in its possession for all West Virginia Consumers who had allegedly owed a delinquent balance as of September 30, 2014, with the word "paid" or "cancelled" and to use its best efforts to forward these agreements to the Attorney General for distribution to the consumers within thirty (30) days of the date of this Assurance.

18. Within thirty (30) days of the date of this Assurance, CashPoint shall provide the Attorney General a list in Microsoft Excel or other searchable electronic format identifying all West Virginia Consumers who will receive a benefit under this settlement by having received their title loan accounts closed with a zero balance. The list shall include, at a minimum, the name, address, telephone number, and Social Security number for each such person; the date and amount of each loan; the loan identification number; and the final balance owed before the account was closed with a zero balance.

19. CashPoint agrees to release all liens on the titles to motor vehicles that secured loans to West Virginia Consumers which were closed pursuant to paragraph 16 above and to use its best efforts to forward either clear titles of those motor vehicles, if the title is in CashPoint's possession, or to forward a lien release to the Attorney General for distribution to the consumers within thirty (30) days after the date of this Assurance.

20. CashPoint shall make a payment of Eighty-Five Thousand Dollars (\$85,000) to the State of West Virginia, which shall be used at the discretion of the Attorney General for any one or more of the following purposes: Direct and indirect administrative, investigative, compliance, enforcement, or litigation costs and services incurred for consumer protection purposes; to be held for appropriation by the Legislature; and/or distribution to taxpayers and/or consumers. CashPoint shall make an initial payment of Twenty-Five Thousand Dollars (\$25,000) at the time the Assurance is signed and returned to the Attorney General. The remaining Sixty Thousand Dollars (\$60,000) shall be paid in five (5) monthly installments of Twelve Thousand Dollars (\$12,000) each, with the first installment due on the same day of the next month following the signing of the Assurance and subsequent installments due on the same day of each month thereafter until paid in full.

21. CashPoint and the Attorney General acknowledge that the West Virginia accounts that are the subject of this Assurance are disputed and that any amounts allegedly owed by West Virginia Consumers are offset by the potential private claims of the West Virginia Consumers and the claims of the Attorney General for violations of the WVCCPA as alleged in this Assurance. Accordingly, CashPoint acknowledges that it is not required to file a 1099-C Cancellation of Debt form with the Internal Revenue Service on these accounts and agrees that it will not do so.

22. CashPoint further promises not to represent directly or indirectly, or in any manner whatsoever, that the Attorney General has sanctioned, condoned or approved, in any manner whatsoever, any part or aspect of its business operations, unless written authorization is obtained from the Attorney General, and then only to the extent of said written authorization. It is agreed and understood that the contents of this Assurance are and shall be public information.

23. It is further agreed and understood that, while the parties to this Assurance presently intend to cooperate in securing and obtaining compliance with the terms of this Assurance, the matters settled by the filing of this agreement may be reopened by the Attorney General and/or CashPoint for the purpose of enforcing the specific terms of this Assurance.

IN WITNESS WHEREOF, CashPoint has caused this Assurance to be executed and represents that the person whose signature appears below is authorized to bind it to the terms and conditions set forth herein. The Attorney General of West Virginia or his designate has approved this Assurance.

Dominion Management Services, Inc. d/b/a
CashPoint

5-12-15
DATE

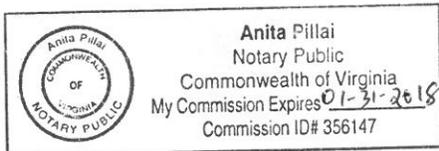
BY: [Signature]
Michael Lester, President

STATE OF Virginia
COUNTY OF Virginia, TO-WIT:

I, Anita Pillai, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael Lester has this day acknowledged the foregoing Assurance of Discontinuance before me in my said County and State.

My commission expires 01-31-2018.

[Signature]



NOTARY PUBLIC

APPROVED BY:

PATRICK MORRISEY
ATTORNEY GENERAL

DATED: 5-15-15



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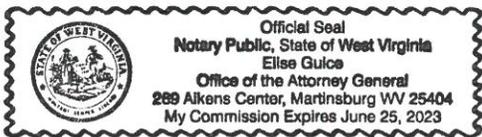
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STATE OF WEST VIRGINIA,

COUNTY OF Berkeley, TO-WIT:

I, Elise Guice, a Notary Public, in and for the County and State aforesaid, do hereby certify that Tanya L. Godfrey, has this day acknowledged the foregoing Assurance of Discontinuance before me in my said County and State.

My commission expires June 25, 2023.





NOTARY PUBLIC