

IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS

3rd DIVISION

STATE OF ARKANSAS *ex rel.*
DUSTIN MCDANIEL, ATTORNEY GENERAL

PLAINTIFF

vs.

CASE NO. CV 10-487

FILED 01/27/10 10:51:47
Pat O'Brien Pulaski Circuit Clerk
CR4 By _____

GENEVA-ROTH CAPITAL, INC.
GENEVA-ROTH VENTURES, INC.
D/B/A LOANPOINTUSA.COM
AND MARK CURRY

DEFENDANTS

COMPLAINT

Plaintiff, State of Arkansas *ex rel.* Dustin McDaniel, Attorney General, for its Complaint against the Defendants, states:

PARTIES

1. Plaintiff is the State of Arkansas *ex rel.* Dustin McDaniel, the duly elected Attorney General for the State of Arkansas. This is a consumer protection action. This complaint is brought in the public interest in order to redress and restrain violations of the Arkansas Deceptive Trade Practices Act, Ark. Code Ann. § 4-88-101 *et seq.* and the Arkansas Constitution, *Article 19, Section 13*, prohibiting usury in the State of Arkansas.
2. Defendants Geneva-Roth Capital, Inc and Geneva-Roth Ventures, Inc (hereinafter collectively "Geneva Roth") are affiliated companies incorporated in Delaware.
3. On information and belief, Plaintiff believes that Geneva Roth maintains its principal business office at 6950 W. 56th St., Mission, KS 66202.
4. Defendant Mark Curry is an owner and officer of Geneva Roth.

5. On information and belief, Plaintiff believes that Mark Curry is a resident of Kansas.

6. Mark Curry personally formulated, directed, controlled, supervised, managed, participated in, had knowledge of, and acquiesced in the business practices of Geneva Roth (as more specifically set out below) to such a degree that Defendant Mark Curry is personally liable for the unconscionable and otherwise unlawful acts and practices described below. Defendant Mark Curry is a "controlling person" within the meaning of Ark. Code Ann. § 4-88-113(d).

JURISDICTION AND VENUE

7. This Court has jurisdiction over this matter pursuant to Ark. Code Ann. § 4-88-104, and the common law of the State of Arkansas. Venue is proper pursuant to Ark. Code Ann. § 4-88-104, § 4-88-112, and the common law of the State of Arkansas. The Defendants have transacted business in the State of Arkansas.

BUSINESS PRACTICES OF THE DEFENDANTS

8. Geneva Roth and Mark Curry ("Defendants") are engaged in the business of making short term loans, commonly known as payday loans, under the trade name Loan Point USA.

9. Defendants own or operate the interactive website, www.loanpointusa.com.

10. Defendants solicit loans to Arkansas consumers through the website, www.loanpointusa.com.

11. Defendants offer loans of up to \$600 to Arkansas consumers. According to Defendants' website, the annual percentage rate of one of Defendants' loans can range from 364% up to 1,365%. See Exhibit 1 for copies of "screenshots" taken from www.loanpointusa.com.

12. An exemplar copy of one of Defendants' contracts is attached as Exhibit 2.

13. Pursuant to the contract labeled "CASH ADVANCE AGREEMENT" attached as Exhibit 2, an Arkansas consumer (Consumer A) with an address in Little Rock, AR borrowed \$300.00 on or about October 26, 2007. According to Page 2 of Defendants' contract the finance charge for a \$300.00 cash advance is \$90.00. An "APR Table" provided by the Defendants states that the APR for the transactions could range from 364% to 1365% depending on the number of days the loan would be outstanding.

14. Pursuant to the Defendants' contract, Defendants "will allow Customer(s) to extend or defer the scheduled repayment of the original cash advance." "An Extension or Deferral Fee, in the same amount as the original Cash Advance Fee, will be assessed and withdrawn from Customers account on the original repayment due date." (See the first full paragraph on page 3 of Exhibit 2).

15. Defendants do not apply this "Extension or Deferral Fee" against the principle balance of the loan. It is an additional charge imposed for the sole purpose of extending the payment schedule on the original loan.

16. Arkansas Consumer A initially borrowed \$300 on or about October 26, 2007. After that date, Defendants debited \$90.00 on or about the 1st and 15th day of every month until approximately May of 2008. Consumer A paid Defendants a total of \$1,170.00 in "fees." After that time Defendants claimed that the Consumer still owed the original \$300.

17. According to Defendants' website under "Rates & Terms for Arkansas Residents, Governing Law: The loan agreement will be governed by the applicable laws. Questions or complaints should be directed to your state's regulatory agency."

18. Payday lending at interest rates charged by the Defendants is illegal in Arkansas and there is no regulatory agency supervising such conduct. Unconscionable and usurious conduct is not regulated, it is prohibited.

19. Defendants' contracts purport that "these contracts shall be made in the State of Utah and Utah Law shall govern all aspects thereof." Despite this language, Arkansas law applies to these transactions, including the relevant portions of the Arkansas Constitution, to transactions involving Arkansas residents.

20. Located on Defendants' website can be found a certificate from the Utah Department of Financial Institutions certifying Geneva-Roth/Loanpointusa.com is "authorized to conduct business as an Internet Deferred Deposit Lender with Utah residents for the period May 1, 2008 through April 30, 2009." The certificate further states: "This certificate does not authorize you to make internet payday loans to residents of any other state." See Exhibit 3.

21. Thus, by their own admission, the Defendants have no authorization to rely on whatever accommodation Utah law may make for such transactions when such transactions involve Arkansas residents. Even if Utah law purported to authorize pay day loans to residents of other states, such a provision would be ineffective to authorize payday loans to Arkansas residents. Arkansas law, which prohibits such transactions, would still apply.

22. The Attorney General's Office has received numerous complaints about Defendants' business practices. The Attorney General's Office has demanded that the Defendants cease making unconscionable and usurious loans in Arkansas, and cease collecting on existing unconscionable, usurious, illegal and unenforceable loans. Nonetheless, Defendants continue these prohibited activities.

VIOLATIONS OF THE ARKANSAS DECEPTIVE TRADE PRACTICES ACT

23. The business practices of the Defendants constitute the sale of “goods” or “services” within the meaning of Ark. Code Ann. § 4-88-102(3) and (6). The same business practices constitute business, commerce, or trade within the meaning of Ark. Ann. § 4-88-107.

24. The conduct engaged in by Geneva Roth and Mark Curry constitutes deceptive and unconscionable trade practices prohibited by the Arkansas Deceptive Trade Practices Act. The prohibited practices engaged in by the Defendants include, but likely are not limited to, violations of Arkansas Code Ann. §§ 4-88-107(a)(1), 4-88-107(a)(8), and 4-88-107(a)(10). More specifically, the Defendants have violated and continue to violate the Arkansas Deceptive Trade Practices Act by:

(a) Charging and collecting unconscionable rates of interest on short term lending transactions. The practice of charging ultra-high usurious rates of interest is unconscionable as a matter of law. See *State of Ark. v R & A Investment Co., Inc.*, 336 Ark. 289, 785 SW 2d 299 (1999), *Arkansas Board of Collection Agencies and Old Republic Surety Company v. Mcghee, et al.*, 372 Ark. 136, 271 S.W.3d 512 (2008), *Staton v Arkansas Board of Collection Agencies and American Manufactures Mutual Insurance Company*, 372 Ark. 387, 277 S.W.3d 190 (2008), and *McGhee v. Arkansas State Bd. of Collection Agencies*, 375 Ark. 52, 289 S.W.3d 18 (2008).

VIOLATIONS OF THE ARKANSAS CONSTITUTION

25. *Article 19, Section 13* of the Arkansas Constitution places a limit on the maximum interest rate that may be charged a borrower in a lending transaction:

(b) Consumer Loans and Credit Sales: All contracts for consumer loans and credit sales having a greater rate of interest than seventeen percent per annum shall be void as to principal and interest and the General Assembly shall prohibit the same.

26. Geneva Roth and Mark Curry are in the business of offering and making short term loans to Arkansas consumers. These loans are typically for \$100.00 to \$600.00. The interest, charges, compensation, consideration or expense Defendants have charged, contracted for, and received on those loans greatly exceeds the maximum amount allowed under the Arkansas Constitution.

27. The range of interest charged by Defendants on a typical loan transaction is between 364% and 1,365% according to Defendants' disclosures on their website.

28. Because Defendants have charged and received interest or other compensation in excess of 17% APR (see Arkansas Constitution, Article 19, Section 13 (b)), each loan was and is void as to principal and interest, and the Defendants should be prohibited from collecting, attempting to collect, or otherwise obtaining any money from any borrower that was charged interest at a rate in violation of the Arkansas Constitution. All sums including principal and interest collected to date should be forfeited by Geneva Roth and Mark Curry.

RELIEF REQUESTED

29. The acts and practices of the Defendants constituting violations of the Arkansas Deceptive Trade Practices Act and the Arkansas Constitution warrant, and the Plaintiff hereby seeks, the following relief:

(a) Injunction – Pursuant to Ark. Code Ann. § 4-88-113(a)(1), the Court should enter such orders or judgments as may be necessary to prevent the use or employment by the Defendants of the practices described herein which are violations of the Arkansas Deceptive Trade Practices Act and the Arkansas Constitution, *Article 19, Section 13*. In addition to enjoining ongoing violations of Arkansas law, Plaintiff

requests that the Court cancel all outstanding loan contracts together with any obligations to which any consumers may be arguably be subject based upon such contracts.

(b) Restitution – Pursuant to Ark. Code Ann. § 4-88-113(a)(2), this Court should enter such orders or judgments as may be necessary to restore to any person who has suffered any ascertainable loss by reason of the use of prohibited practices any monies which may have been acquired by the Defendants, together with any other damages which these consumers may have sustained. In addition, or in the alternative, the Defendants should be ordered to disgorge all funds received from borrowers in these unconscionable lending transactions.

(c) Civil Penalties – Pursuant to Ark. Code Ann. § 4-88-113(a)(3), the Plaintiff seeks the imposition of civil penalties to be paid to the State by the Defendants. Plaintiff seeks civil penalties against the Defendants in the amount of \$10,000.00 for each violation of the Arkansas Deceptive Trade Practices Act. Each unconscionable lending transaction should be considered an individual violation of the Arkansas Deceptive Trade Practices Act. The total recovery sought by the Plaintiff for restitution, disgorgement, and civil penalties is in an amount in excess of that required for federal court jurisdiction in diversity of citizenship cases.

(d) Attorneys fees and costs – Pursuant to Ark. Code Ann. § 4-88-113(e), the Plaintiff seeks compensation for its services, the reimbursement of all expenses reasonably incurred in the investigation and prosecution of this matter, together with attorneys fees and costs.

WHEREFORE, Plaintiff requests that this Court permanently restrain and enjoin Geneva Roth and Mark Curry from engaging in acts which constitute violations of the Arkansas Deceptive Trade Practices Act and are prohibited by the Arkansas Constitution; that all outstanding loans be voided; that the Defendants be ordered to pay restitution to all affected Arkansas consumers consisting of all payments made by such consumers, together with any other damages sustained by such consumers; alternatively, or in addition, that the Defendants be

ordered to disgorge all payments received from Arkansas consumers; that the Defendants be assessed civil penalties; that any corporate charter, license, permit, or authorization to do business in the State of Arkansas and currently enjoyed by the Defendants be revoked; that the Plaintiff be awarded from the Defendants reimbursement for all expenses reasonably incurred in the investigation and prosecution of this matter, together with reasonable attorneys fees and cost, and for all other relief to which the Plaintiff may be entitled.

Respectfully submitted,

DUSTIN MCDANIEL,
Attorney General

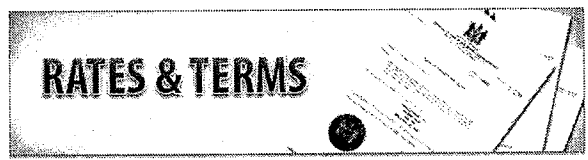
By: Charles Saunders

Charles Saunders
Assistant Attorney General
Arkansas Bar No. 03117
Assistant Attorney General
200 Catlett-Prien Tower Building
323 Center Street
Little Rock, Arkansas 72201-2610
501-683-1501

EXHIBIT 1



- HOME
- ANNOUNCEMENTS
- HOW IT WORKS
- RESOURCES
- RATES & TERMS
- ABOUT US
- CONTACT



Rates & Terms for Arkansas Residents

Governing Law:
The loan agreement will be governed by the applicable laws. Questions or complaints should be directed to your state's regulatory agency.

Complaints and Customer Service
If you have questions or complaints, please contact a Customer Service Representative at 1-800-351-8820. We will be happy to assist you.

- Manage My Account
- Rates & Terms
- Frequently Asked Questions
- Get a New Loan
- Testimonials
- Returning Customers

Apply Now!

Complaints and Customer Service

If you have questions or complaints, please contact a Customer Service Representative at 1-800-351-8820. We will be happy to assist you.

Maximum Loan Amount

The maximum loan amount for Arkansas residents will be **\$600.00**.

Days Outstanding	APR	Loan Amount \$					
		100	200	300	400	500	600
8	1,365.00%	30	60	90	120	150	180
9	1,213.33%	30	60	90	120	150	180
10	1,092.00%	30	60	90	120	150	180
11	992.73%	30	60	90	120	150	180
12	910.00%	30	60	90	120	150	180
13	840.00%	30	60	90	120	150	180
14	780.00%	30	60	90	120	150	180
15	728.00%	30	60	90	120	150	180
16	682.50%	30	60	90	120	150	180
17	642.35%	30	60	90	120	150	180
18	606.67%	30	60	90	120	150	180
19	574.74%	30	60	90	120	150	180
20	546.00%	30	60	90	120	150	180
21	520.00%	30	60	90	120	150	180
22	496.36%	30	60	90	120	150	180
23	474.78%	30	60	90	120	150	180
24	455.00%	30	60	90	120	150	180
25	436.80%	30	60	90	120	150	180
26	420.00%	30	60	90	120	150	180
27	404.44%	30	60	90	120	150	180
28	390.00%	30	60	90	120	150	180
29	376.55%	30	60	90	120	150	180
30	364.00%	30	60	90	120	150	180

Apply Now!

Email *

First Name *

Last Name *

State *
 Select

Loan Amount *
 \$ 100

Click to Apply

*Required Data

Testimonials

I work in the customer service industry and Gavin showed excellent skills because he was really patient and thorough. I just want to make sure that he is recognized for his efforts.



EXHIBIT 2

Please do not respond to this e-mail, as it is not set up to accept responses. Should you have any questions, feel free to contact customer service at 1-800-351-8820.

Official Document: Please keep for your records.

I hereby authorize Geneva Roth Ventures and/or its Affiliated Companies, its agents and contractors to effect ACH/EFT Credit and Debit entries into your account in your financial institution. This authorization shall remain in full force and effect until Geneva Roth Ventures has received written notification from you of its termination of the authorization in such time and manner to afford Geneva Roth Ventures a reasonable opportunity to act and that all monies and balances are paid in full to Geneva Roth Ventures. There will be a \$20 Dollar service charge by ACH/EFT Debit entry for each unpaid, returned item.

CASH ADVANCE AGREEMENT

The purpose of this Geneva Roth Ventures and/or its Affiliated Companies Cash Advance Agreement is to set out, and to make you, our customer, fully aware and informed of all terms and conditions of our advances to you, our policies in dealing with you, and to make all disclosures required under applicable federal and State laws and regulations.

We value the opportunity to serve your needs and want you to be completely satisfied and comfortable in all your dealings with Geneva Roth Ventures and/or its Affiliated Companies.

MANDATED DISCLOSURES

Regulation B in Federal Law prohibits the consideration of Age, Sex, Race, Ethnicity, Gender, National Origin, or Handicap as a basis for making a loan to any person (as in our cash advance Program). Geneva Roth Ventures and/or its Affiliated Companies do not discriminate based on any of these factors. In addition Geneva Roth Ventures and/or its Affiliated Companies will not enter into or maintain business relationships with anyone who does not conform to these anti-discriminatory practices.

Regulation Z in Federal Law requires the full disclosure of all costs and terms associated with any credit transaction (such as this cash advance) and further require that the costs associated with the transaction be expressed as an annual percentage rate of interest or A.P.R. All costs, terms and rates associated with the Geneva Roth Ventures and/or its Affiliated Companies cash advance program are given below.

Federal Truth in Lending Act (T.I.L.A.)

Geneva Roth Ventures and/or its Affiliated Companies Terms and Conditions

Cash Advance Amount (Amount	Cash Advance Fee	Total of Advance Trans (Total	Term of Cash Advance 4	Annual Percentage Rate (APR) 5
------------------------------------	-------------------------	--------------------------------------	-------------------------------	---------------------------------------

Financed) 1	(Finance Charge) 2	of Payments) 3		
\$100.00	\$20.00	\$130.00	Due on your nearest payday (max. of 30 days)	See APR Table, below
\$200.00	\$60.00	\$260.00	Due on your nearest payday (max. of 30 days)	See APR Table, below
\$300.00	\$90.00	\$390.00	Due on your nearest payday (max. of 30 days)	See APR Table, below

1. Cash Advance Amount - This is the Amount Financed- The amount of cash advance provided to you.
2. Cash Advance Fee - This is the Finance Charge ♦ The dollar amount the cash advance will cost you.
3. Total of Advance Transaction ♦ The amount you will have to pay after you have made payment as scheduled.
4. Term ♦ This is when the cash advance total payment is due.
5. ANNUAL PERCENTAGE RATE -The cost of your advance as a yearly rate. APR% Geneva Roth Ventures and/or its Affiliated Companies Does Not Charge Interest, Geneva Roth Ventures and/or its Affiliated Companies only charges a fee, this APR is what the loan would cost you in interest.
6. For Utah residents,: In any event, including extension of payments, the Cash Advance Fee must be paid in full no more than 12 weeks after the date of the original Cash Advance.

APR Table

8 Days	1365.00%	14 Days	780.00%	20 Days	546.00%	26Days	420.00%
9 Days	1213.33%	15 Days	728.00%	21 Days	520.00%	27 Days	404.44%
10 Days	1092.00%	16 Days	682.50%	22 Days	496.36%	28 Days	390.00%
11 Days	992.73%	17 Days	642.35%	23 Days	474.78%	29 Days	376.55%
12 Days	910.00%	18 Days	606.67%	24 Days	455.00%	30 Days	364.00%
13 Days	840.00%	19 Days	574.74%	25 Days	436.80%		

PREPAYMENT:

A prepayment penalty will not be imposed in the event that you pay all amounts due prior to their due date, and you may be entitled to a rebate of interest if the balance is paid early.

EXTENSION OF PAYMENT REQUIREMENTS

Geneva Roth Ventures and/or its Affiliated Companies will allow Customer to extend or defer the scheduled repayment of the original cash advance under the following terms. In order to extend or defer a scheduled payoff, Customer must send a completed extension form to Geneva Roth Ventures and/or its Affiliated Companies, with the amount written on the form, or you may call us at 1-800-351-8820 8am to 5pm CST and speak with a customer service representative to arrange an extension or deferral.

To be processed, all extension or deferral requests, must be submitted and be received 3 business days prior to Customer's original repayment due date. Before an extension or deferral will be granted Customer's account must be fully current, and Customer must meet all original qualification requirements. An Extension or Deferral Fee, in the same amount as the original Cash Advance Fee, will be assessed and withdrawn from Customers account on the original repayment due date

Electronic Funds Transfer (EFT) Agreement and Disclosure

This authorization is for those single or multiple EFT withdrawals from your account necessary to complete the originally authorized amounts and may be resubmitted if the customer's financial institution returns any attempted EFT withdrawal. In the event the EFT is returned unpaid, an additional \$20.00 Return Fee or maximum legal amount may be electronically withdrawn.

It is the policy of Geneva Roth Ventures and/or its Affiliated Companies to expedite all debits and credits as soon as possible upon approval; however, unavoidable delays can occur with the processing company as a result of inadvertent processing errors, "acts of God", etc. Normal processing time should not exceed two (2) business days under most circumstances but may exceed that in extraordinary circumstances.

PRE-AUTHORIZED ELECTRONIC FUNDS TRANSFER PAYMENTS

With this ACH/EFT authorization, which is part of this Agreement, Customer authorizes Geneva Roth Ventures and/or its Affiliated Companies, and its agents and contractors on its behalf, to initiate debit/credit entries to Customer's account for all payments due, including any fees due for returned unpaid items on Cash Advances which are the subject of this agreement. Customer agrees to maintain sufficient balances in the designated account to meet Customer's obligations under this agreement. Customer will not close the designated account or cancel or withdraw the ACH/EFT authorization before the customer's obligations to Geneva Roth Ventures and/or its Affiliated Companies under this agreement are discharged fully (unless satisfactory and timely substitute arrangements are made). Customer understands that in any event, closing the account or canceling the authorization does not relieve Customer's responsibility to pay the account

in full.

Furthermore, Customer authorizes Geneva Roth Ventures and/or its Affiliated Companies (and its ACH/EFT Processor) to make electronic funds transfers (EFT), both debit and credit entries, to and from any of Customer's bank accounts at any financial institution, from time to time, for fixed and variable amounts, including recurring transactions, according to the terms of this Agreement. Customer understands and agrees that Geneva Roth Ventures and/or its Affiliated Companies shall not be required to notify Customer prior to any recurring debit entry for a fixed amount, or prior to any credit item.

If any check or ACH/EFT debit item is returned to Geneva Roth Ventures and/or its Affiliated Companies as uncollected, for ANY REASON, Geneva Roth Ventures and/or its Affiliated Companies will pursue collection efforts immediately. If Geneva Roth Ventures and/or its Affiliated Companies is unsuccessful in attempts to resolve an uncollected account balance with the customer, the customer will be responsible for all additional costs associated with activity by GENEVA ROTH VENTURES AND/OR ITS AFILIATED COMPANIES to collect any outstanding balance due, including, but not limited to, Cash Advances and Cash Advance fees, and any fees or charges associated with bank NSF or returns, collection agency fees, attorney's fees and expenses, court costs, pre- and post-judgment interest, any costs associated with the execution or application of wage garnishment, etc. Customer understands and agrees that it is reasonable and necessary for GENEVA ROTH VENTURES AND/OR ITS AFILIATED COMPANIES to employ the services of attorneys to represent GENEVA ROTH VENTURES AND/OR ITS AFILIATED COMPANIES in any collection, arbitration, or court activity, and that the customer will be responsible for payment of associated fees and expenses. In addition, Customer's delinquent account status is reported to CL Verify (a consumer reporting service), as an uncollected debt in default, which will appear on Customer's credit file for such time as permitted by federal and state law.

Further, by submitting the application form, Customer authorizes GENEVA ROTH VENTURES AND/OR ITS AFILIATED COMPANIES and Customer's current verified financial institution (even if the financial institution and/or account numbers are different than those on the original application) to initiate additional debit and credit entries as necessary when an original ACH/EFT transaction is returned as unpaid or unable to complete. The customer authorizes GENEVA ROTH VENTURES AND/OR ITS AFILIATED COMPANIES to process ACH/EFT's for partial payments of cash advances and fees (such partial payments shall be credited first to fees payable, then to cash advance principal payable); as necessary to allow full repayment of the cash advance and any/all associated fees and expenses.

YOUR PROMISE TO PAY

Customer promises to pay Geneva Roth Ventures and/or its Affiliated Companies the Amount Financed, the Finance Charge and other permitted charges according to the Federal Truth-In-Lending Disclosures. Customer acknowledges and agrees that Customer is indebted to Geneva Roth Ventures and/or its Affiliated Companies in the amount of the Total of Payments, that the amounts set forth in the Federal Truth-In-Lending Disclosures are not in dispute, and that Customer does not have any defense to the payment of such

amounts.

Customer promises to pay to Geneva Roth Ventures and/or its Affiliated Companies in one payment (by ACH/EFT withdrawal or otherwise) on the date indicated in the payment schedule, or if extended payment request is submitted and processed, the total of payments on or after the next date your cash advance comes due. Customer authorizes Geneva Roth Ventures and/or its Affiliated Companies to effect this payment by one or more ACH/EFT debit entries to Customer's account this cash advance note, together with all fees, costs, and expenses are paid in full.

Customer promises to keep open and maintain an adequate balance in Customer's designated account to assure all payments are made to us in a timely manner on and up to five (5) days after the scheduled due date(s), until this cash advance note is paid in full. If GENEVA ROTH VENTURES AND/OR ITS AFILIATED COMPANIES is unable to collect payment from Customer's account for any reason, Customer promises immediately to pay Geneva Roth Ventures and/or its Affiliated Companies all sums owed, by mailing your payment in the form of a cashiers check or money order to our payment processing center, using overnight delivery.

ADDITIONAL TERMS AND CONDITIONS OF THIS AGREEMENT

Method of Payment: Customer's ACH/EFT authorization will be held by us until the Payment Date, as security for this advance. Customer agrees that Geneva Roth Ventures may debit your account for the Payment if Customer has not previously paid the obligation in cash or by cashier's check, money order, or other immediately available funds the amount of Total Payments before noon (CST) 3 days prior to the Payment Date. If payment is made prior to the EFT/ACH payment date, we will cancel the electronic authorization at the time we receive payment.

Returned Payments: In the event Customer's electronic payment of any amount due under this agreement, upon presentment to the named Drawee, is returned due to insufficient funds or credit, stopped payment, or closed account, or any other reason, we shall assess a \$20 returned fee.

Documentation: Customer agrees that electronic mail, electronic forms, records, photocopies, and /or facsimile copies of the documents Customer submits are valid and enforceable as an original. Customer agrees that by typing or writing Customer's name, on forms submitted to Geneva Roth Ventures and/or its Affiliated Companies, Customer acknowledges and agrees that it constitutes an acceptance of all terms and conditions of the master cash advance agreement and is valid and enforceable.

Customer agrees, to the extent permitted by law, that Customer will not bring, join, or participate in any class action or multi-plaintiff action as to any claim, dispute, or controversy Customer may have or claim against Geneva Roth Ventures and/or its Affiliated Companies.

Customer agrees to pay all collection fees and attorneys fees associated with the recovery of this debt. Customer further agrees and understand that the customer may be reported to one or more credit bureaus, CL Verify, and SCAN. Customer agrees and understands that he or she may be pursued by a collection agency or attorney for repayment of the debt, without notice, to the extent permitted by law.

Customer agrees and understand that in the event that he or she revokes authorization or stop payment on any ACH draft prior to payment-in-full of the loan, that he or she thereby authorizes the creditor or any first or third party collection agency to contact customers current banking institution, or any future banking institution where he or she might have an account that may be pursued in the recovery of the loan amount, and release this loan disclosure for whatever purpose is deemed necessary in order to collect the outstanding debt.

Customer agrees to the entry of injunctive relief to stop such a lawsuit or to remove Customer as a participant in the suit. This agreement does not constitute a waiver of any of Customer's rights to pursue a claim individually.

Arbitration: Both parties agree that any claim, dispute, or controversy between us, any claim by either party against the other or the agents, services, or assigns of the other, including the validity of this agreement to arbitrate disputes as well as claims alleging fraud or misrepresentation shall be resolved by binding arbitration by and under the Code of Procedures of the National Arbitration Forum (NAF) at the time the claim is filed. Rules and form of the NAF may be obtained and all claims shall be filed at any NAF office on the World Wide Web at www.arbforum.com or at P.O. Box 50131, Minneapolis, MN 55405. Any arbitration hearing, if one is held, will take place at a location near Customer's residence. Customer's arbitration fees will be waived by the NAF in the event you cannot afford to pay them. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act 9. USC Section 1-18. Judgment upon the award may be entered by any party in court having jurisdiction. Notice: Without this arbitration agreement, both parties have the right to litigate disputes through the law courts but we have agreed instead to resolve disputes through binding arbitration.

By signing and submitting the application form, Customer understands and agrees to all terms and conditions of this Master Agreement and by submitting the online information application by Internet, customer is applying for a cash advance and certifies that the information provided is true and correct under penalty of perjury. Customer authorizes Geneva Roth Ventures and/or its Affiliated Companies to verify the information in this application and hereby give GENEVA ROTH VENTURES AND/OR ITS AFILIATED COMPANIES consent to obtain information on Customer from a consumer reporting agency or through other means available. Customer understands GENEVA ROTH VENTURES AND/OR ITS AFILIATED COMPANIES reserves the right to decline an applicant at any time, with cause determined by judgment of risk, upon completion of a due diligence review and verification of Customer, the information submitted by Customer, and Customer's creditworthiness. These transactions shall be made in the State of Utah and Utah Law shall govern all aspects thereof.

(Be sure you fully understand the GENEVA ROTH VENTURES AND/OR ITS AFILIATED COMPANIES program and procedures before signing and submitting forms for acceptance. If you are unsure, please take time to review these materials or contact a trusted advisor or a Geneva Roth Ventures and/or its Affiliated Companies customer service representative to answer any questions you may have.)

By signing this Agreement, Customer certifies that all of the information provided above is true, complete and correct and provided to Geneva Roth Ventures and/or its Affiliated

Companies, State of Utah, for the purpose of inducing it to make the loan for which Customer is applying. By signing below Customer also consents to the Agreement to Arbitrate All Disputes and the Agreement Not To Bring, Join Or Participate in Class Actions. Customer acknowledges receipt of the Privacy Policy and Notice of Right to Cancel, appearing on the next page. By signing below you authorize us to share information in your Application and with regard to the processing, funding, servicing, repayment and collection of your loan. (This Application will be deemed incomplete and will not be processed by us unless signed by you below.)

SHORT TERM LOANS PROVIDE THE CASH NEEDED TO MEET IMMEDIATE SHORT-TERM CASH FLOW PROBLEMS. THEY ARE NOT A SOLUTION FOR LONGER TERM FINANCIAL PROBLEMS FOR WHICH OTHER KINDS OF FINANCING MAY BE MORE APPROPRIATE. YOU MAY WISH TO DISCUSS YOUR FINANCIAL SITUATION WITH A NONPROFIT FINANCIAL COUNSELING SERVICE OR OTHER ADVISOR.

YOU WILL BE CHARGED ADDITIONAL FEES IF YOU REFINANCE THIS LOAN.As an example, suppose you borrow \$200 for 14 days at an APR of 651%. The Finance Charge would be \$60.00. If you did not repay the loan at maturity but chose instead to refinance the balance by obtaining a new loan in the same amount and for an additional 14day period, you would incur an additional Finance Charge of \$60.00. So, if you refinance the \$200 loan 4 times, the total Finance Charge you would be required to pay would be \$240.00. Moreover, if there were insufficient funds in your bank account on the date we attempted to effect an ACH/EFT debit entry to pay all or part of what you owe: you would incur a Return Item Fee of \$20.00. Your bank may also impose fees for returning ACH entries unpaid and if this practice persists, may even cancel your deposit account.

Privacy Policy

PRIVACY POLICY, Protecting your privacy is important to Geneva Roth Ventures and/or its Affiliated Companies and our employees. We want you to understand what information we collect and how we use it. In order to provide our customers with short term loans as effectively and conveniently as possible. We use computerized information technology to manage and maintain customer information, The following policy serves as a standard for aft Geneva Roth Ventures and/or its Affiliated Companies employees for collection, use, retention, and security of nonpublic personal information related to our short term programs.

WHAT INFORMATION WE COLLECT. We may collect "nonpublic personal information" about you from the following sources: Information we receive from you on applications or other loan forms, such as your name, address, social security number, assets and income; Information about your loan transactions with us, such as your payment history and loan balances; and Information regarding your creditworthiness and credit history that we receive from third parties, such as consumer reporting agencies and other lenders, . "Nonpublic personal information" is nonpublic information about you that we obtain in connection with providing a short term loan to you or list derived using that

information. For example, as noted above, nonpublic personal information includes your name, social security number, payment history, and the like.

WHAT INFORMATION WE DISCLOSE, We are permitted by law to disclose nonpublic personal information about you to third parties in certain circumstances, For example, we may disclose nonpublic personal information about your short term loan to consumer reporting agencies and to government entities in response to subpoenas. Moreover, we may disclose all of the nonpublic personal information about you that we collect, as described above, to financial service providers that perform services on our behalf, such as the marketers and servicers of your short term loan, and to financial institutions with which we have joint marketing arrangements. Such disclosures are made as necessary to effect, administer and enforce the loan you request or authorize. Otherwise, we do not disclose nonpublic financial information about our customers or former customers to anyone, except as required or permitted by law.

If you become an inactive customer, we will continue to adhere to the privacy policies and practices described in this notice.

OUR SECURITY PROCEDURES. We also take steps to safeguard customer information. We restrict access to nonpublic personal information about you to those of our employees and the employees of our contractors and agents who need to know that information to assist us in providing and administering short term loans to you. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information. .

IN THE EVENT OF DEFAULT

In the event that this loan is not paid back in accordance with this contract, I understand and agree to the following:

I agree and understand to pay all collection fees and attorney fees associated in recovery of this debt. I agree and understand that I may be reported to the CL Verify Database. I agree and understand that I may be pursued by a collection agency or attorney without notice.

NO BANKRUPTCY: By signing below you represent that you have not recently filed for bankruptcy and you do not plan to do so.

Name: _____

Signature: _____

Date: 10-24-2007

EXHIBIT 3

amount
cannot
will be
additio
be req
request
if you
at 1-80

* Cont

Fees

State

