

COPY

IN THE CIRCUIT COURT OF OUACHITA COUNTY, ARKANSAS  
Civil Division

KELVIN WHITE, CYNTHIA WIMBERLY  
and NEHEMIAH BAILEY

PLAINTIFFS

VS.

CASE NO. CV 2007-\_\_\_\_\_

2007 MAY 31 PM 9 18  
OUACHITA COUNTY ARKANSAS  
BETTY LEMONS  
CIRCUIT CLERK

FILED

ADVANCE AMERICA SERVICING  
OF ARKANSAS, INC., d/b/a  
ADVANCE AMERICA CASH ADVANCE;  
ADVANCE AMERICA, CASH ADVANCE  
CENTERS OF ARKANSAS, Inc.; and  
ADVANCE AMERICA, CASH ADVANCE CENTERS, INC.

DEFENDANTS

COMPLAINT

COMES NOW the Plaintiffs, through undersigned counsel and for their Complaint hereby state as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action pursuant to Article 7, Section 11 of the Arkansas Constitution, Arkansas Code Annotated § 16-13-201.
2. Venue is proper in this Court pursuant to Arkansas Code Annotated § 16-60-105.

II. PARTIES

3. The Plaintiffs, Kelvin White, Cynthia Wimberly and Nehemiah Bailey are Arkansas residents and have been at all times relevant hereto.
4. Advance America Servicing of Arkansas, Inc. d/b/a Advance America, is a corporation which does business in Arkansas and has a registered agent of service identified as National Registered Agents, Inc. of AR, 323 Center Street, Suite 1202, Little Rock, Arkansas 72201. Advance America, Cash Advance Centers of Arkansas, Inc. d/b/a Advance America, is a corporation which does business in Arkansas and has a registered agent of service identified as National Registered Agents, Inc. of AR, 323 Center Street, Suite 1202, Little Rock, Arkansas

72201. Advance America, Cash Advance Centers, Inc., d/b/a Advance America, is a publicly traded corporation which does business in Arkansas. Advance America, Cash Advance Centers, Inc. owns and/or operates Advance America Servicing of Arkansas, Inc. and Advance America, Cash Advance Centers of Arkansas, Inc.

5. Advance America, Cash Advance Centers, Inc. maintains licenses for 20 or more offices in Arkansas which make payday loans pursuant to Arkansas Code Annotated § 23-52-101, *et seq* (the "Check Cashers Act"). Advance America has a branch office in Ouachita County, Arkansas. For purposes of this pleading, the Defendants shall be referred to collectively as "Advance America."

### III. NATURE OF ACTION

6. Generally, Advance America offers cash loans to customers in the ordinary course of business. Customers receive cash in exchange for personal checks drawn on the customer's bank account which are presented to and held by Advance America. These transactions constitute loans which are subject to the usury limit set forth in Article 19, § 13 of the Arkansas Constitution.

7. Advance America's transactions are made pursuant to the Arkansas Check Cashers Act, Act 1216 of 1999.

8. The total amount of the customer's personal check which is exchanged for cash is comprised of (a) the amount of cash received by the customer, i.e. the principal amount of the loan, plus (b) a purported "service charge" or "finance charge." The service charge represents interest as that term is used in Article 19, § 13 of the Arkansas Constitution. Advance America agrees not to cash the customer's check for a specified period of time which constitutes the term of the loan. **The customer is instructed to return to Advance America's place of business at the**

end of the loan term to redeem the loan for the full-face amount of the check. In the alternative, the customer is given the option of renewing the loan by paying only the interest, or service charge, on the original loan and presenting a new check for (a) the original amount of cash received by the customer, plus (b) an additional service charge for the extended term.

9. Advance America retains the customer's personal check until the customer can pay the face amount of the check in exchange for its return. In other words, the entire amount of principle and interest on the loan is due in full on the customer's following payday. If the customer cannot pay this entire amount, she may pay only the past-due interest and then execute a new personal check to be held by Advance America.

10. The transactions described above constitute contracts which bear interest at rates exceeding the maximum lawful rate set forth in Article 19, § 13 of the Arkansas Constitution. These transactions constitute loans which bear interest at rates ranging from 150% to 439%.

11. Several Arkansas Circuit Courts have held that payday loans such as the type described in this case are usurious and void.

12. Several Arkansas Circuit Courts have ruled that the Arkansas Check Cashers Act is unconstitutional.

13. Advance America settled a class action lawsuit in the Ninth-East Judicial District for the State of Arkansas in Clark County Circuit Court in 2001. In the settlement in that case, Phyllis Garrett v. Advance America, Cash Advance Centers of Arkansas, Inc., Clark County Circuit Court Case No. CIV-99-152, Advance America agreed, *inter alia*, as follows:

Effective on or before May 15, 2001, to cease conducting Check Cashing Transactions in Arkansas pursuant to the Arkansas Check Cashers Act.

14. **The court-approved settlement in Case No. CIV-99-152, included:**

Advance America, Cash Advance Centers of Arkansas, Inc. and all of its past, present or future officers, directors, shareholders, employees, agents, representatives, attorneys, insurers, sureties, predecessors, successors, assigns, parents, and related or affiliated persons or entities.

#### IV. INDIVIDUAL CLAIMS

15. Kelvin White is an unmarried adult who resides in Bearden, Arkansas and works in East Camden, Arkansas.
16. In 2006, Kelvin White received a cash loan from Advance America at the Defendant's branch office in Camden, Arkansas. Plaintiff provided a \$278.30 personal check, which Advance America promised to hold until Plaintiff's next payday, in exchange for \$250.00 cash. The terms of this loan resulted in an effective annual percentage rate in the minimum amount of 295.12% which Advance America charged to the Plaintiff.
17. Mr. White has continued making regular interest payments to Advance America every two weeks for several months since his initial loan. A document reflecting the terms of one of these transactions is attached as **Exhibit A**.
18. Cynthia Wimberly is an unmarried adult who lives in Camden, Arkansas. Ms. Wimberly is unemployed. Ms. Wimberley's daughter perished while the daughter was in the military in 1998. Since that time, Ms. Wimberley has custody over her minor granddaughter.
19. Ms. Wimberley visited Advance America's office on Camden, Arkansas in 2006 to inquire about getting a loan. She was advised by Advance America that she would not qualify because she had no income.
20. Later in 2006, Advance America agreed to extend a loan to Ms. Wimberly based on the fact that Ms. Wimberly's granddaughter was receiving VA checks and social security.

21. Ms. Wimberly subsequently received a cash loan from Advance America in the amount of \$200.00 in exchange for her personal check of \$223.06. Advance America promised to hold Plaintiff's check for one month. The terms of this loan resulted in an effective annual percentage rate in the minimum amount of 150.30% which Advance America charged to the Plaintiff.

22. Ms. Wimberly has continued making regular interest payments to Advance America every month for several months since her initial loan. A document reflecting the terms of one of these transactions is attached as **Exhibit B**.

23. On or around May 23, 2007, Ms. Wimberly went to Advance America's branch office in Camden, Arkansas and asked if she could be allowed to have a payment plan in order to make smaller payments over time in order to pay off the existing debt reflected by the personal check being held by Advance America. She was advised by Advance America that this would not be possible.

24. Nehemiah Bailey is an unmarried adult who resides in Camden, Arkansas.

25. Mr. Bailey is unemployed. Mr. Bailey's only source of income is the money he receives for VA benefits.

26. Mr. Bailey received a cash loan from Advance America in 2006. Mr. Bailey presented a personal check to Advance America in the amount of \$390.37 which Advance America agreed to hold until the end of the month. In exchange, Advance America provided Mr. Bailey with \$350.00 cash. The terms of this loan resulted in an effective annual percentage rate in the minimum amount of 150.35% which Advance America charged to the Plaintiff.

27. Mr. Bailey has continued making regular interest payments to Advance America every month for several months since his initial loan. A document reflecting the terms of one of these transactions is attached as **Exhibit C**.

28. Each of the Plaintiffs currently have payments allegedly due to Advance America as a result of their ongoing loan transactions.

29. **Exhibits A, B and C** demonstrate that Advance America was, and is, "operating under the Check-cashers Act, A.C.A. § 23-52-101, *et seq.*" and the fees it charged to the Plaintiffs were "in accordance with" the Act. Advance America's conduct constitutes a violation of the Arkansas Constitution, the Arkansas Deceptive Trade Practices Act, Arkansas Code Annotated § 4-57-101, *et seq.* and its settlement agreement in Clark County Case No. CIV-99-152.

#### **V. USURY**

30. Under Article 19, § 13 of the Arkansas Constitution and Arkansas Code Annotated § 4-57-101, *et seq.* each Plaintiff is entitled to twice the amount of interest paid to the Defendants, plus attorneys fees and costs.

31. Under the Arkansas Constitution and Arkansas Code Annotated § 4-57-108(a), the Plaintiff's shall be entitled to judgment for their attorneys fees and costs.

#### **VI. VIOLATION OF ARKANSAS DECEPTIVE TRADE PRACTICES ACT**

32. The Defendants violated one or more provisions of the Arkansas Deceptive Trade Practices Act ("DTPA"), Arkansas Code Annotated §4-88-101, *et seq.* by engaging in conduct which was deceptive, oppressive and unconscionable.

33. Advance America, Cash Advance Centers, Inc. is a controlling or supervising person over the other Defendants in this case as defined in the DTPA. As a controlling and

supervising person, Advance America is liable for the damages caused by the Defendants.

34. The Arkansas Supreme Court has held that charging interest rates in excess of 100% per annum is unconscionable as a matter of law.

35. The Plaintiffs are entitled to judgment pursuant to the DTPA for their actual damages plus judgment for their reasonable attorneys fees and costs incurred herein.

#### **VII. REQUEST FOR DECLARATORY JUDGMENT**

36. This Court is a request for Declaratory Judgment pursuant to Arkansas Code Annotated § 16-111-101, *et seq.*

37. In 1999, payday lenders lobbied for a law to legitimize payday loans. That year, the General Assembly passed the Check Casher's Act which stated, among other things, that the fees charged by payday lenders "shall not be deemed interest." This Act was codified at Arkansas Code Ann. § 23-52-101.

38. The language about interest used in the Check Casher's Act is almost identical to the language that was used in Act 203 of 1951 ("the "Arkansas Installment Loan Law.") That same language was ruled unconstitutional in Strickler v. State Auto Finance Company, 220 Ark. 565, 249 S.W.3d 307 (1952), and Winston v. Personal Finance Co. of Pine Bluff, Inc., 220 Ark. 580, 249 S.W.2d 315 (1952), because it violated Article 19, Sect. 13 of the Arkansas Constitution. In Strickler, the Arkansas Supreme Court held that legislation that was designed to *define* interest for purposes of the usury provisions of the Arkansas Constitution constituted "a **patent attempt by the legislature to usurp a judicial function.**" 220 Ark. At 577 (emphasis added).

39. **After the passage of the Check-Casher's Act, several Arkansas Circuit Courts and inferior courts ruled that the Act was unconstitutional.**

40. On March 22, 2001, the Arkansas Supreme Court considered the legality of portions of the Check Cashers Act when it reviewed the appeal of a summary judgment from Washington County Circuit Court. In Luebbers v. Money Store, 344 Ark. 232, 234, 40 S.W.3d 745 (2001), the Arkansas Supreme Court held that "section 23-52-104(b) is an invalid attempt to evade the usury provisions of the Arkansas Constitution and, further, that such an attempt violates the constitutional mandate requiring separation of powers set forth in Article 4 of the Arkansas Constitution."(emphasis added).

41. The Court in Luebbers (like the Courts in Winston and Strickler). held that the Legislature was without power to define whether a particular transaction was or was not a "loan" or whether a fee was or was not "interest."

42. The Plaintiffs are Arkansas consumers who have been injured by the usurious practices purportedly authorized by the Check Cashers Act.

43. Payday loan transactions also violate numerous Arkansas statutes including, but not limited to, Arkansas Code Annotated § 4-57-102 (interest for loans "not to exceed the applicable rate prescribed by Arkansas Constitution"), 4-57-104 (payment of interest in contracts shall not exceed "the applicable rate set forth in Arkansas Constitution, Article 19, Section 13, on money due or to become due"), 4-57-105 (usurious interest prohibited), 4-57-106 (any usurious contract is void), 4-57-107 (usurious contracts and related instruments unenforceable), and 4-57-108 (victims of usurious consumer loans or credit sales are entitled to judgment for reasonable attorneys fees per the Arkansas Constitution).

44. Advance America is bound by a previous court order to refrain from engaging in payday loans pursuant to the Arkansas Check Cashers Act. However, **Exhibits A, B and C** reflect that Advance America has exacted unlawful interest from the Plaintiffs through

transactions conducted pursuant to the Act.

45. The Plaintiffs have suffered damages as a result of the transactions with Advance America which Advance America claims are authorized by the Check Cashing Act. Advance America's practice of purporting to use an Act of the General Assembly in order to evade the State Constitution has caused actual injury to the Plaintiffs.

46. The Plaintiffs seek an Order striking down any or all portions of Act 1216 of 1999 which violate the Arkansas Constitution.

47. The Plaintiffs are serving a copy of this Complaint on the Attorney General as required by Ark. Code Ann. § 16-111-106.

48. A Declaratory Judgment is proper in this case in order to determine the rights and obligations of the parties and to determine the validity and constitutionality of the aforementioned legislation.

#### **VIII. DEMAND FOR A JURY TRIAL**

49. Plaintiffs demand a trial by jury on all issues so triable. Plaintiffs also acknowledge the existence of a pending, putative class action styled Brenda McGinnis, individually and o/b/o a class of similarly situated persons v. Advance America, et al., Clark County Circuit Court Case No. CV-2007-32. Although that case has not been certified as a class action, the Plaintiffs hereby opt out of that proceeding in order to pursue the individual claims set forth herein.

#### **IX. PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray that the Court grant the relief requested herein, judgment against the Defendants for (a) twice the amount of interest paid (b) a declaration that the contracts described herein are null and void, (c) an Order declaring that one or more provisions

of the Arkansas Check Cashers Act, Act 1216 of 1999 are unconstitutional (d) reasonable attorneys fees, (e) the costs of this action, (f) and any and all other just and proper relief to which they may be entitled.

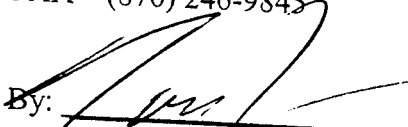
RESPECTFULLY SUBMITTED,

KELVIN WHITE, CYNTHIA WIMBERLY  
and NEHEMIAH BAILEY  
*Individually, and o/b/o a class of similarly  
situated persons*

Chris Averitt  
**ORR, SCHOLTENS, WILLHITE, &  
AVERITT, PLC**  
P.O. Box 1267  
Jonesboro, AR 72403  
(870) 972-1500

and

Todd Turner (#92266)  
Dan Turner (#97179)  
**ARNOLD, TURNER & TURNER, P.A.**  
501 Crittenden Street  
P.O. Box 480  
Arkadelphia, AR 71923  
PH. (870) 246-9844  
FAX (870) 246-9845

By:   
TODD TURNER

170 Garden Oaks Dr  
Camden, Arkansas 71720  
Phone (870)836-2455

Fax (870)336-3734

2130 Hwy 203  
Camden, Arkansas 71720

Customer Number: 1174442

In this Deferred Presentment Option Agreement ("Customer Agreement"), the words "customer," "maker of the check," "you" and "your" mean the person who has signed it. The words "we," "us" and "our" mean Advance America Servicing of Arkansas, Inc., d/b/a Advance America, Cash Advance, a company operating under the Check-cashers Act, A.C.A. § 23-52-101 et seq (the "Act") and regulated by the Arkansas State Board of Collection Agencies. You may contact the Board as follows: State Board of Collection Agencies, 523 Louisiana Street, Suite 450, Little Rock, AR 72201, Director of Cashing Companies, (501) 371-1434.

You hereby deliver to us at the above address your personal check no. 0575 in the amount of \$278.30, dated 05/03/2007 (the "Check"). In consideration of your payment of \$28.30 and delivery of the Check to us, we agree to accept and purchase your personal check dated on the date it was written, to cash \$250.00 in cash which is an amount of money equal to the face amount of the Check less any fee charged, and to grant you the option to repurchase the Check until noon on 05/17/2007 ("Presentment Date"), in accordance with A.C.A. § 23-52-104, you agree that you will pay to us the following amount: (a) \$27.83 check cashing fee, (b) \$0.47 deferred presentment option fee; (c) \$0.00 new customer account set up fee as applicable; and (d) \$5.00 replacement of an optional identification card as applicable. The amount charged for the deferred presentment option fee expressed as a percentage of the amount of the check is 295.12%. In accordance with A.C.A. § 23-52-104, you and we agree that the amount charged hereunder is reasonable to defray the costs incurred in the check-cashing business, including, without limitation: (1) investigating the checking account and copying required documents; (2) securing your check and customer records; (3) maintaining records as required by Arkansas law; (4) Maintaining required capital and liquidity; and (5) processing, documenting, and closing the deferred-deposit transaction. The total amount of all fees charged hereunder for the deferred presentment option is expressed in the finance charge disclosure below.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
295.12%	\$28.30	\$250.00	\$278.30

Payment Schedule: One payment in the amount of \$ 278.30 due on Thursday (day of week), May (month) 17 (day), 2007 (year).  
Prepayment: If you pay off early, you may be entitled to a refund of part of the finance charge.  
See the terms below and on the other side of this Customer Agreement for any additional information about nonpayment, default, and prepayment refunds and penalties.

Amount Financed: Amount paid directly to you: \$250.00.  
Prepayment. You may prepay in full or in part at any time and you will not incur an additional charge, fee or penalty. We will rebate and refund the finance charge we have earned if at any time prior to the close of business on the business day immediately following the date of this Customer Agreement you prepay to us the Amount Financed in full satisfaction of your obligations under this Customer Agreement. Thereafter, if you prepay in part or in full, we will rebate and refund only the deferred presentment fee on a pro rata basis; all other fees hereunder will not be rebated or refunded.  
Default, Returned Check Fee, Court Costs, and Attorney's Fee. You will be in default under this Customer Agreement if you do not pay us any amount you owe us under this Customer Agreement or you cause your Check not to be honored on or after the Presentment Date. If the Check is returned to us by your bank or other financial institution due to insufficient funds, closed account, or a stop-payment order, we shall have the right to all civil remedies available by law to collect the check and shall be entitled to recover a returned check fee of \$25.00 as authorized by applicable Arkansas law, court costs and a reasonable attorney's fee paid to an attorney who is not our salaried employee. Neither we nor any other person on our behalf will institute or initiate a criminal prosecution against you.  
Right to Repurchase and Method of Payment. Pursuant to A.C.A. § 23-52-106(d), you have the right to repurchase the Check from us before the Presentment Date, upon payment to us of the full face amount of the Check. However, we grant you the option to repurchase the Check until noon on the Presentment Date. Upon receipt of such payment, we will negotiate or transfer the Check to you. If you choose not to repurchase the Check, then the Check is payment for your obligations under this Customer Agreement. Therefore, on the Presentment Date, we will deposit or present the Check.  
Governing Law and Assignment. This Customer Agreement will be governed by the laws of the State of Arkansas, except the arbitration provision which is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). We may assign or transfer this Customer Agreement or any of our rights hereunder.  
Certification of Legitimate and Open Account. Pursuant to A.C.A. § 23-52-106, by signing below, you certify that the account upon which the check is drawn is legitimate and open, and that we purchased the Check for the purpose of deferred presentment option based upon our receiving such written certification from you.  
Acknowledgments. Please note that this Customer Agreement contains a binding Waiver of Jury Trial and Arbitration Provision. You acknowledge that we issued a copy of this Customer Agreement to you. You acknowledge that we paid the proceeds of the transaction to you, in cash. By signing this Customer Agreement, you acknowledge that it was filled in before you did so and that you have received a completed copy of it. You agree that the information you provided to us prior to entering into this Customer Agreement is accurate. You also warrant that you are not a debtor under any proceeding in bankruptcy and have no intention to file petition for relief under any chapter of the United States Bankruptcy Code. You acknowledge and warrant that the account on which your Check is drawn is a legitimate, open, and active account. You further acknowledge that you have read, understand, and agree to all of the terms on both sides of this Customer Agreement, including the provision on the other side of this Customer Agreement entitled "Waiver of Jury Trial and Arbitration Provision."

Advance America Servicing of Arkansas, Inc. d/b/a  
Advance America, Cash Advance  
By: [Signature]  
Its Employee

EXHIBIT  
A

Customer / Maker of the Check Signature

Any comments or questions may be directed to Advance America's Customer Comment Line at the following toll-free number: 1-888-310-4238

ADDITIONAL TERMS AND CONDITIONS OF THIS CUSTOMER AGREEMENT

WAIVER OF JURY TRIAL AND ARBITRATION PROVISION. Arbitration is a process in which persons with a dispute (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. Nothing contained in this Waiver of Jury Trial and Arbitration Provision (hereinafter referred to as the "Arbitration Provision") shall prevent or limit the authority of the Arkansas State Board of Collection Agencies from fully exercising its administrative remedies as set forth in Act 1216 of 1999 nor preclude you from any administrative remedies available to you under the Act. **THEREFORE, ACKNOWLEDGE AND AGREE AS FOLLOWS:**

For purposes of this Arbitration Provision, the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation, all claims, disputes or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or state law claims, disputes or controversies, arising or relating directly or indirectly to this Customer Agreement (including the Arbitration Provision), the information you gave us before entering into this Customer Agreement, including the Application, and/or any past agreement or agreements between you and us; (c) all counterclaims, cross-claims, or third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (h) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-personal information about you.

- 2. You acknowledge and agree that by entering into this Arbitration Provision:  
(a) **YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED PARTIES;**  
(b) **YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and**  
(c) **YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.**

3. Except as provided in Paragraph 6 below, all disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you. **THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

4. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-773-7879) <http://www.adr.org> or National Arbitration Forum (1-800-474-2371) <http://www.naf-icm.com>. However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to the arbitrator's rules. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If you demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer dispute to the extent those rules and procedures do not contradict the express terms of this Customer Agreement or the Arbitration Provision, including the limitation on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

5. Regardless of who demands arbitration, we will advance your portion of the expenses associated with the arbitration, including the filing, administrative hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA, and applicable statutes of limitation, and honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, or within 30 miles from such county or in the county in which the transaction under this Customer Agreement occurred, or in such other place as shall be ordered by the arbitrator. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. Regardless of whether the arbitrator renders a decision or an award in your favor resolving the dispute, you will not be responsible for reimbursing us for your portion of the Arbitration Fees. The timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

6. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration.

7. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. The Arbitration Provision continues in full force and effect, even if your obligations hereunder are terminated, amended, expired, or performance of any transaction between you and us and continues in full force and effect unless otherwise provided in writing.

Any comments or questions may be directed to Advance America's Customer Comment Line at the following toll-free number: 1-888-310-4238

Cash Advance  
170 Garden Oaks Dr  
Camden, Arkansas 71701  
Phone: (870)836-2455

Fax: (870)836-8784

Advance America  
Camden, Arkansas 71701

Date of the Transaction: 02/01/2007

EXHIBIT  
B

Customer Number: 1126802

In this Deferred Presentment Option Agreement ("Customer Agreement"), the words "customer," "maker of the check," "you" and "your" mean the person who has signed it. The words "we," "us" and "our" mean Advance America Servicing of Arkansas, Inc., d/b/a Advance America, Cash Advance, a casher operating under the Check-cashers Act, A.C.A. § 23-52-101 et seq. ("the Act") and regulated by the Arkansas State Board of Collection Agencies ("Board"). You may contact the Board as follows: State Board of Collection Agencies, 523 Louisiana Street, Suite 460, Little Rock, AR 72201, Division (501) 371-1434.  
You hereby deliver to us at the above address your personal check no. 1376 in the amount of \$223.06, dated 02/01/2007 (the "Check"). In consideration of your payment of \$23.06 and delivery of the Check to us, we agree to accept and purchase your personal check dated on the date it was written, to process the Check until noon on 03/01/2007 ("Presentment Date"). In accordance with A.C.A. § 23-52-104, you agree that you will pay to us the following amount: (a) \$223.31 check cashing fee (b) \$0.75 deferred presentment option fee; (c) \$0.00 new customer account set up fee as applicable; and (d) \$5.00 replacement of an optional identification card as applicable. The amount charged for the deferred presentment option fee expressed as a percentage annual basis is 150.30%. In accordance with A.C.A. § 23-52-104, you and we agree that the amount charged hereunder is reasonable to defray operating costs incurred in the check-cashing business, including, without limitation: (1) investigating the checking account and copying required documents; (2) securing your check and customer records; (3) maintaining records as required by Arkansas law; (4) Maintaining required capital and liquidity; and (5) processing, documenting, and closing the deferred-deposit transaction. The total amount of all fees charged hereunder for the deferred presentment option is expressed in the finance charge disclosure below.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
150.30%	\$23.06	\$200.00	\$223.06

Payment Schedule: One payment in the amount of \$ 223.06 due on Thursday (day of week), March (month) 1 (day), 2007 (year).  
Prepayment: If you pay off early, you may be entitled to a refund of part of the finance charge.  
See the terms below and on the other side of this Customer Agreement for any additional information about nonpayment, default, and prepayment refunds and penalties.

Itemization of Amount Financed: Amount paid directly to you: \$200.00.  
Prepayment: you may prepay in full or in part at any time and you will not incur an additional charge, fee or penalty. We will rebate and refund the finance charge we have earned if at any time prior to the close of business on the business day immediately following the date of this Customer Agreement you prepay to us the Amount Financed in cash in full satisfaction of your obligations under this Customer Agreement. Thereafter, if you prepay in part or in full, we will rebate and refund only the deferred presentment fee on a pro rata basis; all other fees hereunder will not be rebated or refunded.  
Default, Returned Check Fee, Court Costs, and Attorney's Fee. You will be in default under this Customer Agreement if you do not pay us any amount you owe us under this Customer Agreement or you cause your Check not to be honored on or after the Presentment Date. If the Check is returned to us by your bank or other financial institution due to insufficient funds, closed account, or a stop-payment order, we shall have the right to all civil remedies available by law to collect the check and shall be entitled to recover a returned check fee of \$25.00 as authorized by applicable Arkansas law, court costs, and a reasonable attorney's fee paid to an attorney who is not our salaried employee. Neither we nor any other person on our behalf will institute or initiate criminal prosecution against you.  
Right to Repurchase and Method of Payment. Pursuant to A.C.A. § 23-52-106(d), you have the right to repurchase the Check from us before the Presentment Date, upon payment to us of the full face amount of the Check. However, we grant you the option to repurchase the Check until noon on the Presentment Date. Upon receipt of such payment, we will negotiate or transfer the Check to you. If you choose not to repurchase the Check, then the Check is payment for your obligations under this Customer Agreement. Therefore, on the Presentment Date, we will deposit or present the Check.  
Governing Law and Assignment. This Customer Agreement will be governed by the laws of the State of Arkansas, except the arbitration provision which is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). We may assign or transfer this Customer Agreement or any of our rights hereunder.  
Certification of Legitimate and Open Account. Pursuant to A.C.A. § 23-52-106, by signing below, you certify that the account upon which the check is drawn is legitimate and open, and that we purchased the Check for the purpose of deferred presentment option based upon our receiving such written certification from you.  
Acknowledgments. Please note that this Customer Agreement contains a binding Waiver of Jury Trial and Arbitration Provision. You acknowledge that we issued a copy of this Customer Agreement to you. You acknowledge that we paid the proceeds of the transaction to you, in cash. By signing this Customer Agreement, you acknowledge that it was filled in before you did so and that you have received a completed copy of it. You agree that the information you provided to us prior to entering into this Customer Agreement is accurate. You also warrant that you are not a debtor under any proceeding in bankruptcy and have no intention to file petition for relief under any chapter of the United States Bankruptcy Code. You acknowledge and warrant that the account on which your Check is drawn is a legitimate, open, and active account. You further acknowledge that you have read, understand, and agree to all of the terms on both sides of this Customer Agreement, including the provision on the other side of this Customer Agreement entitled "Waiver of Jury Trial and Arbitration Provision."

*Cynthia Wimbush*  
Customer / Maker of the Check Signature

Advance America Servicing of Arkansas, Inc. d/b/a  
Advance America, Cash Advance  
By: *Amanda Watson*  
Its Employee

Any comments or questions may be directed to Advance America's Customer Comment Line at the following toll-free number: 1-888-310-4238.

170 Garden Oaks Dr  
 Camden, Arkansas 71701  
 Phone: (870)836-2455  
 Fax: (870)836-3134

Nehemiah JR Bailey  
 140 Blue  
 Camden, Arkansas 71701

Date of the Transaction: 02  
**EXHIBIT**  
 C

Customer Number: 1120061

In this Deferred Presentment Option Agreement ("Agreement") the words "customer", "maker of the check", "you" and "your" mean the customer who has signed this Agreement. Advance America Servicing of Arkansas, Inc. d/b/a Advance America, Cash Advance Cashier operating under the Check-Cashers Act, A.C.A. § 23-52-101 et seq. (the "Act") and regulated by the Arkansas State Board of Collection ("Board"). You may contact the Board as follows: State Board of Collection Agencies, 500 Louisiana Street, Suite 460, Little Rock, Arkansas 72201. Check-Cashers Companies, (501) 371-1434.

You hereby authorize us at the above address your personal check no. 2062 in the amount of \$390.37, dated 02/01/2007 (the "Check"); in consideration of your payment of \$40.37 and delivery of the Check to us, we agree to accept and purchase your personal check dated on the date it was written, to \$350.00 in cash which is an amount of money equal to the face amount of the Check less any fee charged, and to grant you the option to repurchase the Check until noon on 03/01/2007 ("Presentment Date"), in accordance with A.C.A. § 23-52-104, you agree that you will pay to us the following amount: (a) \$13.04 check-cashing fee, (b) \$1.33 deferred presentment option fee; (c) \$0.00 new customer account set up fee as applicable; and (d) \$5.00 replacement of an optional identification card as applicable. The amount charged for the deferred presentment option fee expressed as a percentage annual basis is 150.35%. In accordance with A.C.A. § 23-52-104, you and we agree that the amount charged hereunder is reasonable to defray our costs incurred in the check-cashing business, including, without limitation: (1) investigating the checking account and copying required documents securing your check and customer records, (2) maintaining records as required by Arkansas law, (3) maintaining required capital and liquidity, processing, documenting, and closing the deferred-deposit transaction. The total amount of all fees charged hereunder for the deferred presentment is expressed in the finance charge disclosure below.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
150.35%	\$40.37	\$350.00	\$390.37

Payment Schedule: One payment in the amount of \$390.37 due on Thursday (day of week), March (month) 1 (day), 2007 (year).  
 Prepayment: If you pay off early, you may be entitled to a refund of part of the finance charge.  
 See the terms below and on the other side of this Customer Agreement for any additional information about nonpayment, default, and prepayment refunds and penalties.

Reimbursement of Amount Financed: Amount paid at the time of prepayment is \$350.00.  
 Prepayment: you may prepay in full or in part at any time and you will not incur an additional charge, fee or penalty. We will rebate and refund the finance charge we have earned if at any time prior to the close of business on the business day immediately following the date of this Customer Agreement you prepay to us the Amount Financed in cash in full satisfaction of your obligations under this Customer Agreement. Thereafter, if you prepay in part or in full, we will rebate and refund only the deferred presentment fee on a pro rata basis; all other fees hereunder will not be rebated or refunded.  
 Default, Returned Check Fee, Court Costs, and Attorney's Fee. You will be in default under this Customer Agreement if you do not pay us any amount you owe us under this Customer Agreement or you cause your Check not to be honored on or after the Presentment Date. If the Check is returned to your bank or other financial institution due to insufficient funds, closed account, or a stop-payment order, we shall have the right to all civil remedies available by law to collect the check and shall be entitled to recover a returned check fee of \$25.00 as authorized by applicable Arkansas law, court cost, and reasonable attorney's fee paid to an attorney who is not our salaried employee. Neither we nor any other person on our behalf will institute or initiate criminal prosecution against you.  
 Right to Repurchase and Method of Payment. Pursuant to A.C.A. § 23-52-106(d), you have the right to repurchase the Check from us before the Presentment Date, upon payment to us of the full face amount of the Check. However, we grant you the option to repurchase the Check until noon on the Presentment Date. Upon receipt of such payment, we will negotiate or transfer the Check to you. If you choose not to repurchase the Check, then the Check is payment for your obligations under this Customer Agreement. Therefore, on the Presentment Date, we will deposit or present the Check.  
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 Certification of Legitimate and Open Account. Pursuant to A.C.A. § 23-52-106, by signing below, you certify that the account upon which the check is drawn is legitimate and open, and that we purchased the Check for the purpose of deferred presentment option based upon our receiving such a certification from you.  
 Acknowledgments. Please note that this Customer Agreement contains a binding Waiver of Jury Trial and Arbitration Provision. You acknowledge that we issued a copy of this Customer Agreement to you. You acknowledge that we paid the proceeds of the transaction to you, in cash. By signing this Customer Agreement, you acknowledge that it was filled in before you did so and that you have received a completed copy of it. You agree that the information you provided to us prior to entering into this Customer Agreement is accurate. You also warrant that you are not a debtor under any proceeding in bankruptcy and have no intention to file petition for relief under any chapter of the United States Bankruptcy Code. You acknowledge and warrant that the account on which your Check is drawn is a legitimate, open, and active account. You further acknowledge that you have read, understand, and agree to all of the terms on both sides of this Customer Agreement, including the provision on the other side of this Customer Agreement entitled "Waiver of Jury Trial and Arbitration Provision."

Nehemiah Bailey Jr.  
 Customer / Maker of the Check Signature

Advance America Servicing of Arkansas, Inc. d/b/a  
 Advance America, Cash Advance  
 By: Amanda Watson  
 Its Employee

Any comments or questions may be directed to Advance America's Customer Comment Line at the following toll-free number: 1-888-310-4238.