

Shalayna Tanksley  
505 Gloria Way None  
BENICIA, CA 94510

63520710

November 6, 2020

Pay to the  
Order of

Check Into Cash of California, Inc.

\$176.47

One Hundred and Seventy Six Dollars and 47/100

Dollars

WELLS FARGO BANK NA  
MAC N9301-041 MINNEAPOLIS, MN55479

For Customer Authorized Draft

Signature Not Required

121042882

2682622937

## NOTICE FOR DEFERRED DEPOSIT TRANSACTIONS

- (1) Information about charges for your deferred deposit transaction is set forth below, disclosed in the deferred deposit transaction agreement and posted on the wall in the Check Into Cash center.
- (2) A fee of \$15 may be charged if the check you give to us is returned unpaid.
- (3) You cannot be criminally prosecuted or threatened with prosecution in the conjunction with a deferred deposit transaction for a returned check.
- (4) The Department of Business Oversight's toll-free number for receiving calls concerning customer complaints is 1-866-ASK-CORP (1-866-275-2677)
- (5) We may not accept any collateral in conjunction with a deferred deposit transaction and cannot make a deferred deposit transaction contingent on the purchase of another product or service.
- (6) Your remotely created Check may be negotiated as part of this deferred deposit transaction, which is made pursuant to Section 23035 of the Financial Code. This transaction is not subject to the provisions of Section 1719 of the Civil Code and you will not be required to pay treble damages if the check does not clear.

Shalayna Tanksley

LBP/CIC-CA.notice.070113

LICENSEE: Check Into Cash of California, Inc. d/b/a Check Into Cash, d/b/a Loan By Phone

Address: 201 Keith Street SW, Suite 80, Cleveland, TN 37311

Telephone Number: 1-877-577-7977

Email: [customersupport@checkintocash.com](mailto:customersupport@checkintocash.com)

BORROWER:

Name: Shalayna Tanksley

Telephone: 707-342-1347

Address: 505 Gloria Way None

City/State/Zip: BENICIA, CA 94510

In this Deferred Deposit Transaction Agreement (hereinafter the "Agreement"), the words "I," "you" and "your" mean the customer who has signed it. The words "we," "us" and "our" mean Check Into Cash of California, Inc., d/b/a Check Into Cash, d/b/a Loan By Phone, a licensee operating under the California Financial Code Section 23000 *et seq.* and regulated by the California Department of Business Oversight.

In order to complete your transaction, you must electronically sign this Agreement by clicking the "I Agree" button below. We will then approve or deny the Agreement. If the Agreement is approved, it will be made and consummated as of November 6, 2020. You have chosen to receive the proceeds of this Agreement electronically. Therefore, if the Agreement is approved, we will use commercially reasonable efforts to deposit the proceeds from this Agreement via a credit entry into Your Account or Your Debit Card, pursuant to your election in the ACH Credit Authorization or Electronic Deposit Authorization below, on November 6, 2020 (the "Disbursement Date").

In consideration of the ACH Debit Authorization (described below) you are providing to us, we agree to give you \$150.00. You expressly authorize us to defer debit of Your Account until November 20, 2020 (the "Due Date"). The ACH Debit Authorization is payment for your obligations under this Agreement. On the Due Date or thereafter, we may process a debit to Your Account. The total amount of fees charged is set forth in the Finance Charge disclosure below. For security purposes, you may be contacted at one or more of the telephone numbers you provided. You represent to us that you will speak to any person who may contact you regarding this transaction within 48 hours of electronically signing, and acknowledge that we have relied on your representation in calculating and providing the disclosures in this Agreement. We begin to earn the finance charge on the Disbursement Date and calculate the disclosures from such date. By voluntarily clicking the "I Agree" button below, you acknowledge and agree that we may electronically debit your bank account listed below via an ACH debit entry on the Due Date for payment of your obligations under this Agreement.

#### FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<u>460.074%</u>	<u>\$26.47</u>	<u>\$150.00</u>	<u>\$176.47</u>

Payment Schedule: One payment in the amount of \$176.47 due on Friday, November 20, 2020.

Prepayment: If you pay off early, you will not be entitled to a refund of any part of the finance charge unless you pay the Amount Financed prior to the close of business on the business day immediately following the Disbursement Date.

See the terms of this Agreement for any additional information about nonpayment, default and prepayment refunds.

Itemization of Amount Financed of \$150.00: Amount paid directly to you: \$150.00.

#### California Deferred Deposit Transaction Law Disclosures

Information about charges for your deferred deposit transaction is set forth below. A fee of \$15 may be charged if the Check or ACH debit authorization you give to us is returned unpaid. You cannot be criminally prosecuted or threatened with prosecution in conjunction with a deferred deposit transaction for a returned Check or ACH debit authorization. We may not accept any collateral in conjunction with a deferred deposit transaction and cannot make a deferred deposit transaction contingent on the purchase of another product or service. Your Check or ACH debit authorization may be negotiated as part of this deferred deposit transaction, which is made pursuant to Section 23035 of the Financial Code. This transaction is not subject to the provisions of Section 1719 of the Civil Code, and you will not be required to pay treble damages if the Check or ACH debit authorization does not clear. The Department of Business Oversight toll-free number for receiving calls concerning customer complaints and concerns is 1-866-ASK-CORP (1-866-275-2677).

**ACH CREDIT AUTHORIZATION.** If you elected to receive your proceeds deposited to your bank account, you voluntarily authorize us, our successors or assigns to initiate an automatic credit entry to your bank account: **Name of bank and state:** WELLS FARGO BANK NA, MN (Not Applicable); **Account type:** Not Applicable; **Bank routing and transit number:** Not Applicable; and **Account Number:** Not Applicable ("Your Account") to disburse the proceeds. We will use our best efforts to effect a credit entry by depositing the proceeds into Your Account on the Disbursement Date. Unavoidable delays as a result of inadvertent processing errors or acts of God may extend the time for deposit. This ACH Credit Authorization is subject to consummation of this Agreement, and we have no obligation to make the deposit unless we approve this Agreement.

**ELECTRONIC DEPOSIT AUTHORIZATION.** If you elected to receive your proceeds deposited to your Visa Debit Card, you voluntarily authorize us, our successors or assigns to initiate an electronic deposit to your debit card: **Visa Debit Card; Last four card digits:** 2260; ("Your Debit Card"); to disburse the proceeds. We will use our best efforts to effect an electronic deposit of the proceeds into Debit Card on the Disbursement Date. Unavoidable delays as a result of inadvertent processing errors or acts of God may extend the time for deposit. This Electronic Deposit Authorization is subject to consummation of this Agreement, and we have no obligation to make the deposit unless we approve this Agreement.

**ACH DEBIT AUTHORIZATION.** Your bank account: **Name of bank and state:** WELLS FARGO BANK NA, MN; **Account type:** Checking; **Bank routing and transit number:** 121042882; and **Account Number:** 2682622937 ("Your Account"). In addition, for the purposes of this Authorization, "Check" shall mean this Authorization. By signing this Agreement below, you authorize us, our successors or assigns to initiate a debit entry to Your Account for the Total of Payments of \$176.47 or any lesser amount you owe us, on the Payment Date or thereafter. We may re-initiate up to two additional times any debit entries that are dishonored, and initiate a separate debit entry for the \$15.00 returned check charge. This ACH Debit Authorization is provided for your convenience only. You are not required to agree to ACH debits to obtain this Agreement. If you wish to pay through other means, DO NOT sign this Agreement, and contact us at 1-877-577-7977. You may revoke this ACH Debit Authorization by mailing us a written revocation to 201 Keith Street, Cleveland, Tennessee 37311 that is received at least three (3) days before the proposed effective date of the revocation. You also authorize us to verify all of the information that you have provided, including past and current information. If there is any missing or erroneous information in or with your application or this Agreement regarding Your Account, then you authorize us to verify and correct such information. You acknowledge that the origination of the debit entries to your Bank Account must comply with applicable provisions of U.S. law.

**PREPAYMENT.** We will refund the finance charge we have earned if at any time prior to 4:00 P.M. PST. or the close of business, whichever is later, on the business day immediately following the Disbursement Date, you prepay to us the Amount Financed in full satisfaction of your obligations under this Agreement. You must email or fax to us, prior to 4:00 P.M. PST. on the Disbursement Date, written authorization to initiate a debit entry to Your Account for the Amount Financed, and we must receive payment via such authorization. For purposes of this Agreement, Saturdays, legal holidays and other days that we are not open until 4:00 P.M. PST. are not considered business days. Thereafter, you may prepay in full at any time the total of payments under this Agreement and will not incur an additional charge or fee, but you will not be entitled to a refund of any part of the finance charge.

**DEFAULT AND ASSIGNMENT.** You will be in default under this Agreement if you stop payment on the Check or otherwise cause the Check not to be honored on or after the Due Date. We may assign or transfer this Agreement or any of our rights hereunder.

**GOVERNING LAW.** This Agreement will be governed by the laws of the State of California, except the Jury Trial Waiver and Arbitration Clause will be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 ("FAA").

**NOTICE OF FURNISHING NEGATIVE INFORMATION.** We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report. Send credit reporting matters to us, in writing at P.O. Box 728, Cleveland, TN 37364-0728.

By clicking "I Agree" below, you are electronically signing this Agreement, and you acknowledge that it was filled in before you did so and that you have received a completed copy of it. You also warrant that the information you gave us prior to entering into this Agreement is accurate. You further warrant that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. You acknowledge and warrant that the account on which the ACH Debit Authorization is drawn is a legitimate, open, and active account and that you do not have any other outstanding agreements with us. **You further acknowledge that you have read, understand, and agree to all of the terms of this Agreement, including the ACH Credit Authorization and Electronic Deposit Authorization (as applicable) and the ACH Debit Authorization, and our Privacy Policy. This Agreement is governed by the Jury Trial Waiver and Arbitration Clause, which you acknowledge that you have read, understood and agreed to.**

**PLEASE NOTE: This Agreement is subject to approval by Lender.**

We may request a copy of a voided check, most recent checking account statement, and/or proof of income such as a payroll stub or 1099 before we can complete our review of your request for the loan. If you have previously provided such information to us, then we may require that you provide updated information prior to approval. If we approve the loan, the loan proceeds will be deposited to Your Account. If we deny your request, we will send you notice of our decision.

**Customer Notice:** There are a wide variety of loan products available in the marketplace, so your choice of lending products should match your financial needs. Small-dollar loans used over a long period of time can be expensive.

**Account Transaction Disclosure**

**Account Transaction Calls (using automatic telephone dialing systems, autodialers, artificial or prerecorded voice and SMS text messages) to Your Cell Phone.** Receipt of cell phone calls (including text messages) may be subject to charges from your service provider. If you have listed a cell phone in the documents we receive from you or you give us an updated cell phone number, then you authorize us, our affiliates, successors in interest and assigns to call (including sending SMS text messages) using an automatic telephone dialing system or artificial/prerecorded message to your cell phone number. These calls or SMS text messages will provide you with account information and services, such as when your transaction is approved, payment reminders and collection efforts. If you do not want to receive such autodialed calls about your account, you can withdraw consent by notifying us in writing at Legal Department, 201 Keith Street SW, Suite 80, Cleveland, TN 37311. If you do not want to receive such SMS text messages about your account, you can withdraw consent by following the opt-out procedures in the message or notifying us in writing at Legal Department, 201 Keith Street SW, Suite 80, Cleveland, TN 37311.

**Check Into Cash of California, Inc. d/b/a Check Into Cash, d/b/a Loan By Phone**

By 

Its Employee

Borrower: Shalayna Tanksley

*PLEASE NOTE: YOU SHOULD PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR FILES.  
YOU CAN ALSO OBTAIN A COPY OF THIS AGREEMENT AT ANY TIME BY CONTACTING US  
OR LOGGING IN TO YOUR ONLINE CUSTOMER ACCOUNT AND CLICKING ON VIEW AGREEMENTS.*

Any comments or questions may be directed to the Customer Comment Line at the following toll-free number: 1-877-577-7977  
or via e-mail to [customersupport@checkintocash.com](mailto:customersupport@checkintocash.com)

CA LBP Agreement 031220

**JURY TRIAL WAIVER AND ARBITRATION CLAUSE.**

By clicking "I Agree" below, you agree to the Jury Trial Waiver and Arbitration Clause ("Clause").

**Background and Scope.**

<b>What is arbitration?</b>	<b>An alternative to court.</b>	In arbitration, a third party ("Arbiter") solves Disputes in a hearing ("hearing"). You, related third parties, and we waive the right to go to court. Such "parties" waive jury trials.
<b>Is it different from court and jury trials?</b>	<b>Yes.</b>	The hearing is private and less formal than court. Arbiters may limit pre-hearing fact finding, called "discovery." The decision is final. Courts rarely overturn Arbiters.
<b>Who does the Clause cover?</b>	<b>You, Us, and Others.</b>	This Clause governs the parties, their heirs, successors, assigns, and third parties related to any Dispute.
<b>Which Disputes are covered?</b>	<b>All Disputes.</b>	In this Clause, the word "Disputes" has the broadest possible meaning. This Clause governs all "Disputes" involving the parties. This includes all claims even indirectly related to your application and agreements with us. This includes claims related to information you previously gave us. It includes all past agreements. It includes extensions, renewals, refinancings, or payment plans. It includes claims related to collections, privacy, and customer information. It includes claims in which you serve as a private attorney general or in a representative capacity seeking public injunctive relief. It includes claims related to setting aside this Clause. It includes claims about the Clause's validity and scope. It includes claims about whether to arbitrate. Therefore, the Arbiter shall determine the arbitrability of this Clause.
<b>Are you waiving rights?</b>	<b>Yes.</b>	<b>You <u>waive</u> your rights to:</b> <b>1. Have juries solve Disputes.</b> <b>2. Have courts, other than small-claims courts, solve Disputes.</b> <b>3. Be in a class action.</b> <b>4. Please note that you do not waive your claims to serve as a private attorney general or in a representative capacity seeking public injunctive relief ("Representative/Public Injunctive Relief Claims") and such claims shall be heard by an Arbiter as set forth below.</b>
<b>Are you waiving class action rights?</b>	<b>Yes.</b>	<b>COURTS AND ARBITERS WON'T ALLOW CLASS ACTIONS.</b> You <u>waive</u> your rights to be in a <u>class action</u> , as a representative and a member. Only individual arbitration, or small-claims courts, will solve Disputes. <b>Unless reversed on appeal, if a court invalidates this waiver, the Clause will be void.</b>
<b>Are you waiving Representative / Public Injunctive Relief claims?</b>	<b>No.</b>	<b>COURTS AND ARBITERS ALLOW REPRESENTATIVE/PUBLIC INJUNCTIVE RELIEF CLAIMS.</b> You do not waive your right to pursue Representative/Public Injunctive Relief Claims. All Representative/Public Injunctive Relief Claims against us will remain in the arbitration to be decided by the Arbiter, and you may appeal as set forth below.
<b>What law applies?</b>	<b>The Federal Arbitration Act ("FAA").</b>	This transaction involves interstate commerce, so the FAA governs. If a court finds the FAA doesn't apply, and the finding can't be appealed, then your state's law governs. The Arbiter must apply substantive law consistent with the FAA. The Arbiter must follow statutes of limitation and privilege claims.
<b>Can the parties try to solve Disputes first?</b>	<b>Yes.</b>	We can try to solve Disputes if you call us at 1-877-577-7977. If this doesn't solve the Dispute, mail us notice, within 100 days of the Dispute date. In your notice, tell us the details and how you want to solve it. We will try to solve the Dispute. If we make a written offer ("Settlement Offer"), you can reject it and arbitrate. If we don't solve the Dispute, either party may start arbitration. To start arbitration, contact an Arbiter or arbitration group listed below. No party will disclose settlement proposals to the Arbiter during arbitration.
<b>How should you contact us?</b>	<b>By mail.</b>	Send mail to: Check Into Cash, Attn: Legal Dept., 201 Keith Street SW, Ste. 80, Cleveland, TN 37311. You can call us or use certified mail to confirm receipt.
<b>Can small-claims court solve <u>some</u> Disputes?</b>	<b>Yes.</b>	Each party has the right to arbitrate, or to go to small-claims court if the small-claims court has the power to hear the Dispute. Arbitration will solve all Disputes that the small-claims court does not have the power to hear. If there is an appeal from small-claims court, or if a Dispute changes so that the small-claims court loses the power to hear it, then the Dispute will only be heard by an Arbiter.
<b>Do other options exist?</b>	<b>Yes.</b>	Both parties may use lawful self-help remedies. This includes set-off or repossession and sale of any collateral. Both parties may seek remedies which don't claim money damages. This includes pre-judgment seizure, injunctions, or equitable relief.
<b>Will this Clause continue to govern?</b>	<b>Yes, unless otherwise agreed.</b>	The Clause stays effective, unless the parties sign an agreement stating it doesn't. The Clause governs if you rescind the transaction. It governs if you default, renew, prepay, or pay. It governs if your contract is discharged through bankruptcy. The Clause remains effective, despite a transaction's termination, amendment, expiration, or performance.

**Process.**

<b>How does arbitration start?</b>	<b>Mailing a notice.</b>	Either party may mail the other a request to arbitrate, even if a lawsuit has been filed. The notice should describe the Dispute and relief sought. The receiving party must mail a response within 20 days. If you mail the demand, you may choose the arbitration group. Or, your demand may state that you want the parties to choose a local Arbiter. If related third parties or we mail the demand, you must respond in 20 days. Your response must choose an arbitration group or propose a local Arbiter. If it doesn't, we may choose the group.
<b>Who arbitrates?</b>	<b>AAA, JAMS, or an agreed Arbiter.</b>	You may select the American Arbitration Association ("AAA") <a href="http://www.adr.org">http://www.adr.org</a> or JAMS (1-800-352-5267) <a href="http://www.jamsadr.com">http://www.jamsadr.com</a> . The parties may also agree in writing to a local attorney, retired judge, or Arbiter in good standing with an arbitration group. The Arbiter must arbitrate under AAA or JAMS consumer rules. You may get a copy of these rules from such group. Any rules that conflict with any of our agreements with you do not apply. If these options aren't available, and the parties can't agree on another, a court may choose the Arbiter. Such Arbiter must enforce your agreements with us, as they are written.
<b>Will the hearing be held nearby?</b>	<b>Yes.</b>	The Arbiter will order the hearing within 30 miles of your home or where the transaction occurred.
<b>What about appeals?</b>	<b>Appeals are limited.</b>	The Arbiter's decision will be final. A party may file the Arbiter's award with the proper court. Arbitration will solve appeals of a small-claims court judgment. A party may appeal under the FAA. Furthermore, any party may appeal an Arbiter's award (i) exceeding \$10,000.00, or (ii) granting or denying a Representative/Public Injunctive Relief Claim to a three-Arbiter panel from the same arbitration group. The appeal will be <u>de novo</u> , and solved by majority vote. We bear appeal costs, despite the outcome.

**Arbitration Fees and Awards.**

<b>Will we advance Arbitration Fees?</b>	<b>Yes, but you pay your costs.</b>	We will advance your "Arbitration Fees" if you ask us to. This includes filing, administrative, hearing, and Arbitrator's fees. You pay your attorney fees and other expenses.
<b>Are damages and attorney fees possible?</b>	<b>Yes, if allowed by law.</b>	The Arbitrator may award the same damages as a court. Arbitrators may award reasonable attorney fees, and expenses, if allowed by law.
<b>Will you pay Arbitration Fees if you win?</b>	<b>No.</b>	If the Arbitrator awards you funds, you don't reimburse us the Arbitration Fees.
<b>Will you ever pay Arbitration Fees?</b>	<b>Yes.</b>	If the Arbitrator doesn't award you funds, then the Arbitrator may require you to repay the Arbitration Fees. If you must pay Arbitration Fees, the amount won't exceed state court costs.
<b>What happens if you win?</b>	<b>You could get more than the Arbitrator awarded.</b>	If an Arbitrator's award to you exceeds our last Settlement Offer, we will pay 3 amounts. We will pay the award, plus 10% of such amount ("bonus payment"). We will pay your attorney the attorney fees conferred, plus 10% of such amount ("attorney premium"). If the Arbitrator orders, we will pay reasonable expert witness costs and other costs you incurred ("cost premium"). If we never made a Settlement Offer, we will pay the bonus payment, attorney premium, and any cost premium. If a law allows you more, this Clause won't prevent such award. We won't seek attorney fees and expenses.
<b>Can an award be explained?</b>	<b>Yes.</b>	A party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling in writing.

**Other Options.**

<b>If you don't want to arbitrate, can you still get a transaction?</b>	<b>Yes. You can get our services and decide not to arbitrate.</b>	Consider these choices: <b>Informal Dispute Resolution.</b> Contact us, and attempt to settle any Disputes. <b>Small-claims Court.</b> Seek to solve Disputes in small-claims court, within state law limits. <b>Opt Out of Arbitration.</b> Sign and then timely opt out.
<b>Can you opt out of the Clause?</b>	<b>Yes. Within 60 days.</b>	Write us within 60 calendar days of signing your agreement to opt out of the Clause for that agreement. List your name, address, account number and date. List that you "opt out." If you opt out, it will only apply to that agreement.

**Account(s) Transaction Disclosure**

**Account(s) Transaction Calls (using automatic telephone dialing systems, autodialers, artificial or prerecorded voice and SMS text messages) to Your Cell Phone.** Receipt of cell phone calls (including text messages) may be subject to charges from your service provider. If you have listed a cell phone in the documents we receive from you or you give us an updated cell phone number, then you authorize us, our affiliates, successors in interest and assigns to call (including sending SMS text messages) using an automatic telephone dialing system or artificial/prerecorded message to your cell phone number. These calls or SMS text messages will provide you with account information and services, such as when your transaction is approved, payment reminders and collection efforts. If you do not want to receive such autodialed calls about your account(s), you can withdraw consent by notifying us in writing at Legal Department, 201 Keith Street SW, Suite 80, Cleveland, TN, 37311. If you do not want to receive such SMS text messages about your account(s), you can withdraw consent by following the opt-out procedures in the message or notifying us in writing at Legal Department, 201 Keith Street SW, Suite 80, Cleveland, TN, 37311.

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**Marketing Calls (including calls using automatic telephone dialing systems, autodialers, artificial or prerecorded voice and SMS text messages) to Your Cell Phone.**

If you selected **YES**: You understand that, by choosing "Yes", you are authorizing Loan By Phone.com, LLC, Check Into Cash, Inc., our affiliates, successors in interest and assigns, to deliver to your cell phone, 707-342-1347, and your residential line, 707-742-4036, telemarketing calls (**including SMS text messages**) using an automatic telephone dialing system and artificial/prerecorded message. You acknowledge that regardless of this choice for "marketing communications," that by providing your cell phone number, you have consented to receive account transaction calls (including SMS text messages) using automatic telephone dialing system and artificial/prerecorded messages as set forth above. You also understand that Loan By Phone.com, LLC and Check Into Cash, Inc. are not requiring you to provide authorization for telemarketing calls (including telemarketing SMS text messages) as a condition of obtaining credit or doing business. **If you do not want to receive marketing calls, such as current promotions, coupons, etc., as described in this paragraph (including SMS text messages), you can**, at any time, withdraw your consent to such marketing calls by (i) an interactive opt-out mechanism that is announced at the outset of the message and is available throughout the duration of the call; (ii) dialing a number in the prerecorded message to opt-out and register your do-not-call request; or (iii) by notifying us in writing at Legal Department, 201 Keith Street SW, Suite 80, Cleveland, TN, 37311. You can withdraw your consent to such SMS text messages by following the opt-out procedures in the message or notifying us at any time in writing at Legal Department, 201 Keith Street SW, Suite 80, Cleveland, TN, 37311.

If you selected **NO**: You will not receive marketing communications from us to your cell phone and residential line.

Note: If you did not make a selection with your transaction, **"NOT APPLICABLE"** shall print below.

You selected **Yes** to opting in to receiving Marketing Information calls as described above, including SMS text messages to your cell phone.

<u>Shalayna Tanksley</u>	<u>November 6, 2020</u>
Customer Signature	Date