

1 ROBERT S. GREEN (SBN 136183)
2 JAMES ROBERT NOBLIN (SBN 114442)
3 EVAN M. SUMER (SBN 329181)
4 **GREEN & NOBLIN, P.C.**
5 2200 Larkspur Landing Circle, Suite 101
6 Larkspur, CA 94939
7 gnecf@classcounsel.com
8 Tel: (415) 477-6700
9 Fax: (415) 477-6710

7 ALICIA L. HINTON (SBN 292849)
8 **LAW OFFICE OF A.L. HINTON**
9 1616 W. Shaw Avenue, Suite B7
10 Fresno, CA 93711
11 alicia@alhintonlaw.com
12 Tel: (559) 691-6900
13 Fax: (559) 421-0373

JAMES C. STURDEVANT (SBN 94551)
THE STURDEVANT LAW FIRM, APC
4040 Civic Center Drive, Suite 200
San Rafael, CA 94903
jsturdevant@sturdevantlaw.com
Tel: (415) 477-2410
Fax: (415) 492-2810

11 *Attorneys for Plaintiff*
12 LARRY FACIO

14 **UNITED STATES DISTRICT COURT**
15 **NORTHERN DISTRICT OF CALIFORNIA**

16 LARRY FACIO, individually and on
17 behalf of those similarly situated,
18
19 Plaintiffs,
20 vs.
21 AMERICAN FIRST FINANCE, INC.
22
23 Defendant.

Case No.

COMPLAINT

1. Violation of Consumers Legal Remedies Act (Cal.Civ.Code § 1750, *et seq.*);
2. Violation of Unfair & Deceptive Business Practices (Cal. Bus. & Prof. Code § 17200 *et seq.*);
3. Violation of Unruh (Cal.Civ.Code § 1801, *et seq.*)
4. Money Had and Received

CLASS ACTION
DEMAND FOR JURY TRIAL

1 failed and continue to fail to adequately inform consumers concerning the nature of the
2 transaction, including that they are entering into financing agreements at interest rates often
3 exceeding 120%.

4 7. Plaintiffs seek declaratory relief that AFF Security Agreements are loans subject to
5 California's Financial Code §22000 *et seq.*, known as the California Finance Lenders Law; that
6 AFF did not have the licensing required by the California Finance Lenders Law necessary to offer
7 and fund loans in California; that AFF's Security Agreements are void and that AFF had no right
8 to collect or receive any principal, charges, or recompense in connection with the transactions;
9 and, that all payments received to date are to be refunded.

10 8. Plaintiffs seek to preliminarily and permanently enjoin AFF from engaging in the
11 practices delineated in this Complaint which continue to injure and harm the members of the
12 public who unwittingly purchase consumer goods and services subject to AFF loans made in
13 violation of federal and state consumer protection statutes;

14 9. Plaintiffs seek an award of monetary damages, according to proof; available
15 statutory or punitive damages, in an amount to be determined at trial; and, restitution to the Class
16 for all principal, interest, charges, or recompense in connection with the transaction paid to AFF
17 during the class period and disgorgement of all profits.

18 **B. JURISDICTION AND VENUE**

19 10. This Court has jurisdiction pursuant to the "Class Action Fairness Act," 28 U.S.C.
20 §§ 1332(d), 1435 ("CAFA"). At least one member of the proposed class is a citizen of a state other
21 than where a defendant is incorporated and headquartered. The proposed class consists of more
22 than 100 members. Further, the amount in controversy exceeds \$5 million taking into account all
23 damages and equitable relief on behalf of the proposed class, and excluding interest and costs.

24 11. California maintains a strong public policy to protect consumers from unfair and
25 deceptive acts and practices and promote economic justice and security. California's consumer
26 protection statutes are designed to help consumers both to avoid predatory transactions and unfair
27 practices and to obtain legal relief if they are victimized or treated unfairly in the marketplace.
28 Further, California supports an overall legislative policy designed to enable consumers and others

1 who may be in a disadvantageous contractual bargaining position to protect their rights through
2 the judicial process.

3 12. The Consumers Legal Remedies Act (“CLRA”), Civ.Code § 1750, *et seq.* is one of
4 the strongest consumer protection statutes in California. “The CLRA is a legislative embodiment
5 of a desire to protect California consumers and furthers a strong public policy of this state. ‘The
6 CLRA was enacted in an attempt to alleviate social and economic problems stemming from
7 deceptive business practices...’ (citation)” *America OnLine, Inc. v. Superior Court (Mendoza)*,
8 (2001) 90 Cal.App.4th 1, 9-10. The CLRA’s anti-waiver provision states: “Any waiver by a
9 consumer of the provisions of this title is contrary to public policy and shall be unenforceable and
10 void.” Civ.Code § 1751.

11 13. California’s public policy is also aligned with the Congressional purpose
12 underlying the Truth In Lending Act (“TILA”), 15 USC 1601 *et seq.*, which is to “assure a
13 meaningful disclosure of credit terms so that the consumer will be able to compare more readily
14 the various credit terms available to him and avoid the uninformed use of credit and to guard
15 against the danger of unscrupulous lenders taking advantage of consumers through fraudulent or
16 otherwise confusing practices.”

17 14. “The [California Financing Law] ‘shall be liberally construed and applied to
18 promote its underlying purposes and policies,’ which include protecting California borrowers,
19 ‘ensur[ing] and adequate supply of credit to borrowers in this state,’ and ‘develop[ing] fair and
20 economically sound lending practices.’ (*Fin. Code*, §22001, subd. (a).)” *The Commissioner of
21 Business Oversight v. Sezzle, Inc.* (2019) 2019 Cal. Sec. Lexis 151, CFL File No.: 60DBO-
22 104155.

23 15. This Court has personal jurisdiction over Defendant because Defendant has
24 sufficient minimum contacts with California and/or Defendant otherwise purposely availed itself
25 of the markets in California by providing financing for consumer goods in California, maintaining
26 offices in California, employing workers in California, and advertising in California. Defendant’s
27 purposeful availment of the markets in California renders the exercise of jurisdiction by this Court
28 permissible under traditional notions of fair play and substantial justice.

1 21. During the Class Period (defined below) Mr. Facio paid 144.59% interest on his
2 purchase made at an AFF affiliated business.

3 **III. Defendant**

4 22. **Defendant AMERICAN FIRST FINANCE INC. (“AFF”)** is organized and
5 incorporated under the laws of the State of Kansas with its principal place of business at 3515 N.
6 Ridge Rd, Ste 200, Wichita, KS 67205.

7 23. Despite lacking a license to provide loans in California, AFF provides purchase
8 money loans for the sale of consumer goods and services through retailers with whom AFF has a
9 preexisting relationship. AFF promises almost instant credit approvals with little to no credit
10 history. AFF provides loans of up to \$5,000.00 for purchases at interest rates often exceeding
11 120%.

12 **D. FACTUAL ALLEGATIONS**

13 **I. AFF’s Wrongful Scheme for Providing Consumer Loans in California**

14 24. Despite lacking a license to provide loans in California, through the efforts of its
15 network of retailers, AFF provides loans for the sale of consumer goods. Retailers comply with
16 AFF’s fraudulent and illegal scheme because the Retailers are able to increase sales by selling
17 consumer goods or services to class members by offering an installment payment option that the
18 Retailers do not otherwise have the ability to offer to customers who require or prefer a payment
19 plan.

20 25. AFF targets its products to consumers with poor or little to no credit.

21 26. AFF promises almost instant credit approvals with little to no credit history.

22 27. AFF provides loans of up to \$5,000.00 for purchases at interest rates often
23 exceeding 120%.

24 28. AFF provides the loans through a standard “Security Agreement,” differing only
25 the interest rates and total amount of the loan based on the amount of the purchase and its
26 evaluation of the borrower’s credit rating.

27 29. AFF mischaracterizes its loans as after-the-fact assignments of retail installment
28 sales contracts.

1 30. The California Finance Lenders Law looks to the actual substance rather than the
2 form of the transaction, revealing the true nature of AFF financing as loans.

3 31. AFF’s involvement with the merchants goes beyond that necessary to effectuate the
4 purchase of credit sales, in that:

5 a. AFF recruits new merchants with the claim that merchants who offer AFF
6 loans can “supercharge sales” and AFF decisions to finance loans will be “super fast!”;

7 b. AFF enters into Merchant Agreements with retailers prior to consumers’
8 contemplating a purchase of goods;

9 c. Merchants are required to create an online account with AFF prior to
10 offering AFF loans to consumers;

11 d. AFF provides in-store marketing materials to merchants for AFF products,
12 including a 90-day same as cash offer;

13 e. AFF provides credit applications and “security agreement” forms that
14 merchants are required to use;

15 f. AFF provides in-person and online training to merchants on how to prepare
16 and upload AFF forms to its website;

17 g. AFF provides merchants with a hyperlink to AFF’s pre-approval process
18 that can be, and often is, integrated into the merchants’ own retail website;

19 h. AFF’s loan agreement is a non-negotiable, clickthrough agreement, the
20 terms of which are dictated by AFF, non-modifiable by the merchant and non-negotiable by
21 consumers;

22 i. Throughout the consumer purchase transaction, the role of AFF and the
23 terms of the transaction are not fully disclosed to the consumer;

24 j. AFF’s retail partners are not true parties to the loan agreements;

25 k. AFF makes the sole determination of consumers’ creditworthiness;

26 l. The Security Agreement states that the consumer’s loan has been assigned
27 to AFF, but there is no actual assignment;

28

1 m. AFF requires consumers to apply for the funds at the time of the retail sale
2 transaction;

3 n. AFF dictates all financing decisions; and

4 o. AFF handles all administration of consumer loans.

5 32. AFF made and continues to make these loans in willful violation of California
6 Finance Lenders Law and even if not in willful violation has had more than 60 days since
7 notification of the error to notify the customer and correct the error.

8 **II. Facts as to Plaintiff Larry Facio**

9 33. On September 28, 2017, Facio purchased wheels and tires from Roseville Wheels
10 & Tires in Roseville, California, totaling \$2,292.00, and was not informed at the time of purchase
11 that the sale was going to be financed with AFF and was not informed of any financing terms.
12 Roseville Wheels & Tires told Facio that if the purchase price for the wheels and tires was paid in
13 full within 100 days of purchase he would not pay any interest. Facio paid \$800 toward the total
14 purchase price on the date of sale and received a Work Order from Roseville Wheels & Tires
15 showing a balance owing of \$1,492.00. At the conclusion of the sale transaction, Facio was
16 instructed to electronically sign the Security Agreement but the financing terms were not made
17 visible to him. Unbeknownst to Mr. Facio,, American First Finance then debited twice monthly
18 payments out of Mr. Facio's bank account.

19 34. Mr. Facio was not informed about AFF and believed that his payments would be
20 made to Roseville Wheels & Tires. He was not shown the face of the computer to know what he
21 was authorizing by e-signing on the small electronic pad.

22 35. Roseville Wheels & Tires presented Mr. Facio with a Work Order describing the
23 wheels and tires, parts and labor charges, the tax, total charge and balance owed after payment of
24 his \$800 on the date of sale, paid by debit card. This is the only sales document provided to him
25 by Roseville Wheels & Tires. A true and correct copy of the Work Order between Facio and
26 Roseville Wheels & Tires is attached hereto as Exhibit "A."

27
28

1 36. Without Mr. Facio’s knowledge, AFF electronically prepared a seven page
2 “Security Agreement” which specified an annual percentage rate of 144.59%. Mr. Facio was not
3 shown the “Security Agreement,” did not sign it, and was not given a copy at the time of sale.

4 37. The form Security Agreement generated by AFF and used to collect funds from
5 Mr. Facio is dated September 28, 2017 and states that it was assigned by Roseville Wheels to
6 AFF, but there is no record of an actual assignment. AFF simply created the appearance of an
7 assignment as cover for a loan that it was making directly to Facio using the retailer’s business as
8 the place where the loan is consummated.

9 38. On about October 6, 2017, and twice a month thereafter, AFF debited Mr. Facio’s
10 bank account \$92.28.

11 39. About four days after purchasing the wheels and tires, Mr. Facio logged into his
12 bank account to set-up electronic payments to the Roseville Wheels & Tires and was surprised and
13 alarmed to see that an automatic payment was setup by American First Finance, a company he was
14 not familiar with. He researched AFF’s phone number, called AFF’s customer service, and was
15 surprised to be told that his electronic signature at the time he purchased the wheels and tires from
16 Roseville Wheels & Tires authorized AFF to access to his bank account for payments on the
17 amount financed. During that conversation, Mr. Facio requested that AFF withdraw sufficient
18 funds to pay off the balance owed within the 100 days to avoid any interest charges, which the
19 AFF employee assured him they would do.

20 40. Roseville Wheels & Tires’ conduct in failing to disclose AFF as the lender for any
21 discussion of billing/payments/collection/administration of the loans was uniform with respect to
22 the Class.

23 41. Shortly after the 100 days following his purchase from Roseville Wheels & Tires,
24 Mr. Facio logged onto his bank account and was upset to see that AFF did not withdraw sufficient
25 funds to collect the balance on the purchase, but was only withdrawing the bi-monthly payments
26 subjecting him to interest charges. Thereafter, Mr. Facio communicated with AFF in an attempt to
27 resolve his complaints without success.

28

1 42. On about June 25, 2018, after making several prior unsuccessful demands of AFF
2 to provide him with a copy of the loan agreement, Facio again called AFF to request a copy,
3 which AFF finally provided to him by email. Mr. Facio was shocked to learn that the finance rate
4 for the wheels and tires loan was 144.59% and that he would end up paying more than twice what
5 they were sold for. He replied to AFF that he was not given a copy of the agreement or the
6 “extensive payback schedule, a distinct violation of the terms and agreements.” On June 29, 2018,
7 American First Finance acknowledged receipt of Mr. Facio’s complaint and again on April 9,
8 2019, American First Finance stated that it had “received your complaint.” Plaintiff did not
9 discover or have reason to discover the existence of potential claims against Defendant until June
10 24, 2018, at the earliest.

11 43. Mr. Facio then stopped all AFF withdrawals from his bank and refused to pay any
12 additional money to AFF. A true and correct copy of the Security Agreement that AFF provided to
13 Mr. Facio is attached hereto as Exhibit “B.”

14 44. On about June 26, 2018, Mr. Facio filed a complaint with the Better Business
15 Bureau against AFF, including claims that AFF failed to disclose the terms of financing and
16 the 144.59% interest rate.

17 45. On about June 28, 2018, Mr. Facio filed a complaint with the Consumer Financial
18 Protection Bureau against AFF, including claims that AFF failed to disclose the terms of financing
19 and 144.59% interest rate.

20 46. Beginning about September of 2018, AFF began a campaign to collect the loan
21 balance from Mr. Facio, including an offer to resolve the AFF account by paying only 50% of the
22 balance in a single payment or 60% of the balance in two payments. Believing that he was a
23 victim of unscrupulous business practices, Mr. Facio refused to make any further payment to AFF.
24 In about October of 2018, Mr. Facio began receiving notices from a debt collection company
25 regarding the AFF loan.

26 47. Mr. Facio was not presented with the loan agreement or loan terms at any time
27 prior to receiving the Security Agreement from AFF in June of 2018, and would not have
28 purchased the goods if he had known of the true terms of the loan. Mr. Facio was never sent a

1 statement from AFF or notified by AFF in any way that it made the loan or what the loan terms
2 were until he learned of AFF's existence by checking his bank account and thereafter contacted
3 AFF via telephone. Mr. Facio attempted to resolve his concerns with AFF to no avail.

4 48. Pursuant to California law, AFF's involvement with Roseville Wheels & Tires in
5 the transactions with Mr. Facio and the other members of the class goes beyond that necessary to
6 effectuate the purchase of credit sales from Roseville Wheels & Tires, in that:

7 a. AFF recruited Roseville Wheels & Tires with the claims that AFF loans
8 would increase sales and AFF would make its decisions to finance loans on the spot;

9 b. AFF entered into a Merchant Agreement with Roseville Wheels & Tires.

10 c. Prior to offering financing to Mr. Facio on September 28, 2017, Roseville
11 Wheels & Tires was required by AFF to create an online account with AFF;

12 d. Through "Dealer Portal" on its website, AFF provided electronic versions
13 of the credit applications and "Security Agreement" forms that Roseville Wheels & Tires is and
14 was required to use for the transactions with Mr. Facio on September 28, 2017, and with other
15 class members;

16 e. AFF provided and continues to make available online and in-person
17 training to Roseville Wheels & Tires on how to prepare and upload AFF forms and customer
18 information through AFF's website;

19 f. AFF's "Security Agreement" is a non-negotiable, clickthrough agreement,
20 the terms of which are dictated by AFF, non-modifiable by the Roseville Wheels & Tires, and
21 non-negotiable by consumers;

22 g. Roseville Wheels & Tires did not and does not fully disclose either the role
23 of AFF or the complete terms of the transaction to Mr. Facio and the other class members;

24 h. AFF made the sole determination of Mr. Facio's credit worthiness on
25 September 28, 2017 or dates prior, and of the other class members' credit worthiness throughout
26 the class period;

27 i. AFF required Mr. Facio and each class member to apply to AFF for the
28 funds at the time of the retail sale transaction(s);

1 j. AFF dictated all financing decisions with regard to Mr. Facio and each class
2 member; and

3 k. AFF handled all administration of consumer loans for Mr. Facio's and each
4 class members purchase from AFF's member-merchants' sales of consumer goods and services.

5 49. AFF made the loan to Mr. Facio on September 28, 2017, and the loans to the other
6 Class Members during the Class Period in willful violation of California Finance Lenders Law.

7 50. AFF has continued to collect on the illegal loan over time. As recently as April 30,
8 2020, AFF stated to Mr. Facio that he continued to owe \$1,591.47 on his account and that he
9 should contact AFF's Special Resolution department to arrange payments.

10 **E. CLASS ALLEGATIONS**

11 51. Plaintiffs seek to certify a statewide class comprising:

12 **All California residents who purchased consumer**
13 **goods or services from AFF affiliated retail businesses**
14 **and who AFF claims are or were bound to the terms**
15 **of it's Security Agreement during the Class Period.**

16 52. The Class period begins on November 11, 2014, four years prior to the date of
17 filing of the initial complaint in *Andrade v. American First Finance, Inc.*, Case No. 18-cv-6743-
18 SK, and runs through the date of class certification ("Class Period").

19 53. This action has been brought and may properly be maintained as a class action,
20 pursuant to the provisions of FRCP 23.

21 a) **Numerosity:** The Plaintiff Class is so numerous that the individual joinder of
22 all members is impracticable under the circumstances of this case. The number of class members
23 is estimated to be over 120,000 California consumers. AFF has sold and continues to sell to class
24 members hundreds of Financed Products daily in California and throughout the United States.
25 Thus the class is so numerous as to make joinder impracticable, if not impossible.

26 b) **Common Questions Predominate:** AFF has acted (by selling Financed
27 Products) and refused to act, on grounds generally applicable to the class. These common issues
28 of fact and law predominate over any arguable individualized issues.

1 Common issues include:

- 2 i) Whether AFF lacked a license to provide consumer loans in California at
3 the time it made the consumer loans to the Class;
- 4 ii) Whether AFF's representations regarding the terms of sale of financed
5 products were false and misleading, and unlawfully, unfairly, fraudulently,
6 or unconscionably deceived class members into believing that their
7 purchase agreements were with the individual merchant, when they were
8 not;
- 9 iii) Whether AFF's Security Agreements with the Class are void for the reason
10 that AFF does not have a California lender's license;
- 11 iv) Whether AFF's scheme of marketing financial products indirectly to
12 consumers without their knowledge is unfair, fraudulent, and
13 unconscionable;
- 14 v) Whether AFF's scheme of marketing financial products indirectly to
15 consumers without their knowledge violates the California Consumers
16 Legal Remedies Act, Civ.Code §1750 *et seq.*;
- 17 vi) Whether AFF's scheme of marketing financial products indirectly to
18 consumers without their knowledge violates the Truth in Lending Act, 15
19 USC 1601 *et seq.*;
- 20 vii) Whether the terms of the loans made by AFF are unconscionable; and,
21 Whether the class has been harmed or damaged and, if so, the appropriate
22 measure of damages, including the nature of the equitable relief to which
23 the class is entitled.

24 c) **Typicality** Plaintiff's claims are typical of the claims of the other members of
25 the class because Plaintiff's and all of the class members' damages arise from and were caused by
26 purchasing consumer goods financed by AFF. As a result, the facts and the law regarding AFF's
27 alleged wrongful conduct are identical for Plaintiff and all of the class members.

28 ////

1 d) **Adequacy:** Plaintiff will fairly and adequately protect the interests of the
2 members of the class, and Plaintiff has no interests that are contrary to or in conflict with those of
3 the class he seeks to represent. Plaintiff has retained competent counsel experienced in class action
4 litigation to prosecute this action vigorously.

5 e) **Superiority:** A class action is superior to other available means for the fair and
6 efficient adjudication of this controversy since individual joinder of all members of the class is
7 impracticable. The disposition of Plaintiff's claims in a class action will benefit both the parties and
8 the Court, because Plaintiff's claims are identical to those of the proposed class and claims and
9 defenses by the representative party are identical. Class action treatment will permit a large
10 number of similarly situated persons to prosecute relatively small common claims in a single
11 forum simultaneously without duplication of expending personal and Court resources in individual
12 actions. Furthermore, the harm and damage suffered by each individual member of the class may
13 be relatively small, the burden of individual litigation make it difficult or impossible for individual
14 members of the class to redress the wrongs done to them. Additionally, important public interest
15 will be served by addressing the matter as a class action, while individualized litigation would
16 present the potential for inconsistent or contradictory judgments, which would establish
17 incompatible standards of conduct for the party opposing the class and would lead to repetitious
18 trials of the numerous common questions of facts and law.

19 54. A class action is superior to other available methods for the fair and efficient
20 adjudication of this controversy. Proper and sufficient notice of this action may be provided to the
21 class members using AFF's electronic database of customer information and any other customer
22 contact information in AFF's possession or control.

23 55. Plaintiffs have suffered irreparable harm and damages as a result of AFF's
24 wrongful conduct as alleged herein. Absent a representative action, Plaintiffs will continue to
25 suffer losses, thereby allowing these violations of law to proceed without remedy.

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28 /////

FIRST CAUSE OF ACTION

**(Violation of the Consumers Legal Remedies Act,
California Civil Code § 1750 et seq.)**

56. Plaintiffs incorporate by reference the foregoing allegations.

57. Plaintiffs are “consumers” as defined by Civil Code §1760(d).

58. AFF is a “person” providing “goods” and “services” (services means work, labor, and services for other than a commercial or business use, including services furnished in connection with the sale or repair of goods) to “consumers” as part of a “transaction” as defined in Civil Code § 1761(a), (b), (c), (d) and (e).

59. The Consumers Legal Remedies Act applies to AFF’s conduct because it covers transactions that are intended to result or that actually resulted in the sale or lease of goods and services to consumers. This district is the proper venue for this action as AFF is doing business within the Northern District of California.

60. Defendant has a duty to disclose the terms of sale but refused and failed to do so. Defendant misrepresented the terms of sale, and concealed and failed to disclose the true terms of sale. As the originator of the sales contracts, AFF’s practices allowed it to charge exorbitant interest that remained undisclosed to the Plaintiff and class members unless and until they directly contacted AFF of which they had no knowledge at the time of sale. As the Plaintiff and class members were ignorant of the role of AFF in their purchases, they remained ignorant of the terms of those purchases.

61. By engaging in the misrepresentations, concealments, and false statements alleged above, Defendant violated Civil Code § 1770(a)(2), (3), (5), (7), (9), (13), (14), (16) and (19).

62. Defendant engaged in the acts and practices herein alleged as part of a pattern, plan, and scheme directed at Plaintiff and similarly-situated members of the public, with the intent to deceive and induce the purchase of consumer goods and services at undisclosed and unconscionable interest rates and other loan terms, and increase the cost of those goods and services to the benefit of Defendant, and to the monetary detriment of Plaintiff and the public.

- 1 c. concealing exorbitant and unconscionable interest rates and other loan
2 terms;
- 3 d. refusing and failing to provide consumers with a copy of the Security
4 Agreement;
- 5 e. failing to notify consumers where to obtain loan and financing information;
- 6 f. misleading consumers as to the existence of financing by AFF;
- 7 g. willfully charging, contracting for, or receiving amounts not authorized by
8 the California Lender Finance Law, Cal. Fin. Code §22000 *et seq.*
- 9 h. failing to correct its violations of the California Lender Finance Law within
10 the statutorily prescribed period; and,
- 11 i. failing to provide meaningful disclosure of financing provisions in violation
12 of the Truth in Lending Act, (“TILA”), 15 USC 1601 *et seq.*, including improper disclosure of the
13 amount financed, finance charge, payment schedule, total of payments, annual percentage rate,
14 and security interest disclosures.

15 71. Defendant’s policies and practices are unlawful, unfair, and fraudulent, and likely
16 to mislead the general public and, consequently, constitute an unlawful, deceptive, and fraudulent
17 business act or practice within the meaning of Bus. and Prof. Code § 17200.

18 72. The above acts and practices violate Business & Professions Code § 17200, *et seq.*
19 in that they are unlawful, unfair, and fraudulent.

20 73. As a direct result of the aforementioned acts, Defendant received and continues to
21 hold ill-gotten gains belonging to Plaintiff and members of the class Plaintiff and members of the
22 class seek to enjoin Defendant from engaging in said practices which will continue to injure and
23 harm the members of the public who unwittingly purchase consumer goods without disclosure of
24 AFF’s financing unless and until enjoined from doing so by this Court. Plaintiffs also seek
25 restitution of all money and property unlawfully obtained by Defendant from Plaintiffs together
26 with attorneys’ fees and costs according to proof.

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THIRD CAUSE OF ACTION

Pled In The Alternative

(Violation of the Unruh Act, Civil Code § 1801, et seq. on behalf of the Class)

74. Plaintiffs incorporate by reference the foregoing allegations.

75. Plaintiffs plead this cause of action for violation of the Unruh Act in the alternative should there be a determination in this action that Defendant AFF does not provide consumer loans that require licensure in California as described throughout this Complaint.

76. Plaintiffs and the Plaintiff Class are “retail buyers” of “goods” under a “retail installment contract” as those terms are defined by Civil Code §§ 1802.4, 1802.1, 1802.6.

77. AFF is a “person” and “retail seller” in the business of selling goods or furnishing services to retail buyers as defined in Civil Code §§ 1802.15 and 1802.3.

78. AFF is a “holder” who acquired the retail installment contract or installment account executed, incurred or entered into by a retail buyer, and/or the financing agency or other assignee of the installment contract or account, as defined in Civil Code § 1802.13.

79. Defendant has a duty to disclose the terms of sale in a single document that contains the entire agreement of the parties with respect to the cost and terms of payment for the goods and services and other evidences of indebtedness between the parties relating to the transaction. Defendant only provided a bill of sale on the date of purchase and refused and/or failed to provide the associated retail installment contract until many months later. (Civ. Code §1803.2.)

80. Defendant has a duty to disclose the true terms of sale but refused and failed to do so, including:

a. failing and/or refusing to provide the terms of sale on the bill of sale and misrepresenting the terms of sale on the retail installment contract (Civ.Code §1803.3.);

b. failing and/or refusing to include a description of the goods or services sufficient to identify them on the retail installment contract (Civ.Code §1803.3(a));

c. failing and/or refusing to deliver to the buyer at the time of the buyer’s signature a legible copy of the contract (Civ.Code §1803.7);

1 d. failing and/or refusing to disclose to the buyer before the first transaction is
2 made on a retail installment contract mandatory disclosures in a single written statement
3 (Civ.Code §1810.1); and

4 e. failing and/or refusing to deliver to the buyer for each billing cycle a
5 statement setting forth mandatory disclosures regarding the account balances, finance terms and
6 charges, and payments applied (Civ.Code §1810.3).

7 81. As the originator of the sales contracts, AFF's practices allowed it to charge and
8 collect exorbitant interest that remained undisclosed to the Plaintiffs and the class unless and until
9 class members directly contacted AFF of which they had no knowledge at the time of sale. As the
10 Plaintiff and class members were ignorant of the role of AFF in their purchases, Plaintiff and class
11 members remained ignorant of the terms of those purchases and rights under the contract.

12 82. Defendant engaged in the acts and practices herein alleged as part of a pattern, plan,
13 and scheme directed at Plaintiff and similarly-situated members of the public, with intent to
14 deceive and induce the purchase of consumer goods and services at undisclosed and
15 unconscionable interest rates, and increase the cost of those goods to the benefit of Defendant, and
16 to the monetary detriment of Plaintiff and the public.

17 83. Plaintiff requested that Defendant cure or correct the violations 30 or more days
18 prior to the filing of this action, which Defendant failed or refused to do.

19 84. Because Plaintiff and class members were not shown and did not receive a copy of
20 the retail installment contract, they were not aware of nor did they consent to terms under the
21 contract, including the pre-dispute resolution procedure and arbitration provision.

22 85. As a result of said violations, Plaintiffs have suffered and continue to suffer actual
23 damage, incidental and consequential damages, and request restitution, recovery of finance
24 charges and any delinquency, collection or other allowable fees imposed under the contract
25 (Civ.Code §1812.7), plus attorney's fees and costs according to proof. (Civ.Code §1811.1 and
26 Code Civ. Pro. §1021.5.)

27 86. Defendant committed the above acts willfully, fraudulently, oppressively,
28 maliciously, and with intent to injure and damage Plaintiff and class members, thus allowing the

1 buyer to recover an amount equal to three times the total of the finance charges and any
2 delinquency, collection, extension, deferral or refinance charges imposed, contracted for or
3 received, according to proof. (Civ. Code §1812.9.)

4 **FOURTH CAUSE OF ACTION**

5 **(Money Had and Received)**

6 87. Plaintiffs incorporate by reference the foregoing allegations.

7 88. AFF received money belonging to Plaintiff and class members when it
8 electronically transferred Plaintiff's and class members' money from their bank accounts. AFF
9 benefited from the receipt of Plaintiff's and class members' money and retained it. AFF is
10 obligated to make restitution to Plaintiff and class members for their purchases of financed
11 products.

12 **PRAYER FOR RELIEF**

13 THEREFORE, Plaintiff prays that the Court:

14 1. Certify this matter as a class action with the class defined as set forth above,
15 appoint Plaintiff Larry Facio as representative of the Class, and appoint his attorneys as Class
16 Counsel;

17 2. Declare that AFF's Security Agreements are loans subject to the California Finance
18 Lenders Law;

19 3. Declare that AFF did not have the licensing required by the California Finance
20 Lenders Law necessary to offer, make and fund loans in California;

21 4. Declare that AFF's Security Agreements are void and that no person has any right
22 to collect or receive any principal, charges, or recompense in connection with the transaction; and
23 all payments received to date are to be refunded;

24 5. Preliminarily and permanently enjoin AFF from engaging in the practices
25 delineated in the Complaint which continue to injure and harm the members of the public who
26 unwittingly purchase consumer goods subject to AFF loans made in violation of federal and state
27 consumer protection statutes;

28 //

1 6. Enter an order for restitution to the Class for all principal, interest, charges, or
2 recompense in connection with the transaction paid to AFF during the class period and
3 disgorgement of all profits;

4 7. Award monetary damages, including incidental and consequential damages,
5 according to proof;

6 8. Award all statutory, treble, or punitive damages available under the law;

7 9. Award Plaintiffs and those similarly situated, reasonable attorneys' fees and costs
8 of suit; and,

9 10. Award Plaintiff and those similarly situated such other and further relief as the
10 Court may deem appropriate, just, and proper.

11 DATED: October 20, 2021

GREEN & NOBLIN, P.C.

12 By: /s/ Robert S. Green
13 ROBERT S. GREEN

14 James Robert Noblin
15 Emrah M. Sumer
16 2200 Larkspur Landing Circle, Suite 101
17 Larkspur, CA 94939
18 Telephone: (415) 477-6700
19 Facsimile: (415) 477-6710
20 Email: gnecf@classcounsel.com

21 Alicia L. Hinton
22 **LAW OFFICE OF A.L. HINTON**
23 1616 W. Shaw Avenue, Suite B7
24 Fresno, CA 93711
25 Telephone: (559) 691-6900
26 Facsimile: (559) 421-0373
27 Email: alicia@alhintonlaw.com

28 James C. Sturdevant
THE STURDEVANT LAW FIRM, APC
4040 Civic Center Drive, Suite 200
San Rafaelo, CA 94903
Telephone: (415) 477-2410
Facsimile: (415) 492-2810
Email: jsturdevant@sturdevantlaw.com

Attorneys for Plaintiff,
LARRY FACIO

LIFTING-LOWERING-OFF ROAD

California Wheels & Tires

2615 Fulton Ave
 Sacramento, CA 95821
 916-486-1500
 ADR00283021

Customer Copy
Workorder #223

Printed: 4:45:37 PM 9/28/2017

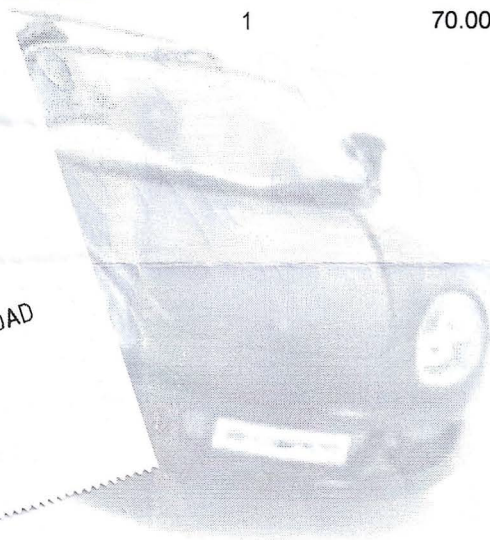
Ordered on
 Thursday, September 28, 2017

CALIFORNIA WHEELS & TIRES
 2615 FULTON AVE
 SACRAMENTO, CA 95821
 9164861500
 http://www.CaliforniaWheels.com
 Thank you for your business
 Transaction 002444

FLEET NO.	PHONE	REP	CSH	PO #	TERMS		
	916-717-7680	DEEJAY	DJ		Cash		
VIN	TORQUE	ENGINE SIZE	TRANSMISSION	COLOR	PRD DATE		
OPTION	QTY	PARTS	LABOR	DISC	FET	TOTAL	Code

018 TOYO OPEN	4	500.00				\$2,000.00	DJ
	4		15.00			\$60.00	DJ
	4	1.75				\$7.00	DJ
** ON TIRES ***							
	1		70.00			\$70.00	DJ

Total
 DEBIT CARD SALE
 28-Sep-2017 4:45:28P
 \$800.00 | Method: EMV
 US DEBIT XXXXXXXXXXXXX2480
 LARRY A FACIO JR
 Ref #: 727100522410
 Auth #: 325494
 MID: *****7888
 AID: A0000000980840
 AthNtwkNm: VISA
 RtInd: CREDIT
 SIGNATURE VERIFIED
 LIFTING-LOWERING-OFF ROAD



Welcome, We appreciate your business.

^LARRY FACIO
 Dep:
 VISA-M/C \$800.00

Parts	\$2,000.00	Taxable	\$2,000.00
Labor	\$130.00	Non-Taxable	\$137.00
Freight	\$0.00	Local Tax	\$155.00
Other	\$7.00		
FET	\$0.00		
Supplies	\$0.00		
Estimate		\$2,292.00	
Balance		\$1,492.00	

Parts and Labor warranties 100% for 90 days or 4000 miles, whichever comes first. This warranty limited to the work on this form only. Vehicle must be returned to our shop at customer's expense, to honor warranty. I hereby authorize the repair work to be done along with the necessary materials. You and your employees may operate vehicle for purposes of testing, inspection or delivery at my risk. An express Mechanic's lien is acknowledged on vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. Because of the extent of the teardown and inspection, the vehicle may not perform as well as before. No refunds on installed Tires and or Wheels, Special Orders or discontinued items. All returns are subject to 15% handling charge. Any deposits are subject to forfeit if cancelled.

Print Name _____ Signature _____ Date _____



TO	AMERICAN FIRST FINANCE
SCAN EMAIL	documents@americanfirstfinance.com

Account Number	1-253421-1
Buyer Name	LARRY ANTHONY FACIO
Co-Buyer Name	
Store Location Name	Roseville Tires & Wheels LLC
Application Date	09/23/2017
Delivery Date	09/28/2017

Check List:

- Y Make sure application is signed
- Y Check for Warranty Signature (if applicable)
- Y Check for Customer signature
- Y Check for Dealer signature

Documents needed for before delivery:

- Y Signed Application
- Y Signed Agreement (All pages)
- Y Copy of Government issued Photo ID
- Y Copy of Merchandise Ticket or Bill of Sale (Sale Receipt)

INCLUDE THIS COVERSHEET WITH ALL CONTRACT DOCUMENTS

If you do not have a scanner, you can fax this cover page and all required documents to 972-885-5193.

Roseville Tires & Wheels LLC

SECURITY AGREEMENT

Buyer: LARRY ANTHONY FACIO
 Address: 2656 18th Street
Sacramento, CA 95818-0000

Agreement Date: 09/28/2017
 Finance Charge Start Date: 09/28/2017
 Account Number: 1-253421-1

Buyer: _____
 Address: _____

Seller: Roseville Tires & Wheels LLC
2615 Fulton Ave
Sacramento, CA 95821-0000
916-486-1500

Description of Goods and/or Services Being Purchased on Credit: The "Goods" subject to this Security Agreement are those Goods being sold described in the Bill of Sale provided at time of signing, herein incorporated by reference. The "Services" are those Services being sold described in the Bill of Sale, provided at the time of signing, herein incorporated by reference. **The Bill of Sale is fully integrated into this Security Agreement.**

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.	Total Sale Price The total cost of your purchase on credit, including your down payment of <u>\$800.00</u> <u>\$4,398.77</u>
<u>144.59</u> %	<u>\$2,106.77</u>	<u>\$1,492.00</u>	<u>\$3,598.77</u>	

Your Payment Schedule Will Be:	Number of Payments	Amount of Payments	When Payments are Due
	38	\$92.28	Every two weeks starting on 10/06/2017
1	\$92.13	03/22/2019	

Security Interest: You are giving a security interest in: the Goods you are purchasing,
 any Motor Vehicle the Goods are attached to
 the ACH Debit Authorization below.

Late Charge: If you fail to pay any payment in full within 10 days after it is due, you will be charged a late fee equal to 5.00% of the payment due or \$10.00 whichever is less.

Prepayment: If you pay off early, you
 may will not have to pay a penalty. A prepayment penalty/charge may not be imposed for paying all or part of the principal balance before the date on which the principal is due.
 may will not be entitled to a refund of part of the finance charge

See the terms and conditions below for information about nonpayment, default, and any required repayment in full before the scheduled date and prepayment penalties.

Itemization of Amount Financed	
(1) The Cash Price of Goods and/or Services before sales tax	\$2,137.00
(2) Sales Tax	\$155.00
(3) Cash Price after Sales Tax (1+2)	\$2,292.00
(4) Cash Down Payment	\$800.00
(5) Amount Financed (3 minus 4)	\$1,492.00

Terms and Conditions

Definitions. Certain words used in this Agreement have special meanings. The word "**Agreement**" means this Security Agreement. The words "**you**" and "**your**" mean each buyer who has signed this Agreement, jointly and individually. The words "**we**," "**us**," and "**our**" mean the seller identified on the first page of this Agreement, its successors and assigns. The word "**Goods**" means the Goods referenced in the Description of Goods and Services. The word "**Services**" means the services referenced in the Description of Goods and Services. By signing below, you acknowledge that you are purchasing those Goods and Services via this credit transaction.

Purchase and Use of Goods. You agree that the Goods purchased are for your own personal use and will not be re-sold before the termination of this Agreement. Further, you agree that the Goods will be kept in good, working condition throughout the term of this Agreement. Any damages or loss of the Goods will be your responsibility.

Warranty. Any warranty information is provided to you separately, in writing.

Promise to pay. In return for the property sold to you, you promise to pay us a time price differential calculated on the outstanding principal balance at the rate that yields the annual percentage rate above. Your payments are set forth above in consecutive payments in the amounts and on the dates stated above. You agree to pay in cash or as otherwise authorized under this Agreement on or before the close of business on the payment due date. You also agree to pay any additional amounts according to the terms and conditions of this Agreement. We begin to earn the finance charge on 09/28/2017 ("Finance Charge Start Date"). We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee, that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that is contrary to this provision, we will, instead, apply it first to reduce the principal balance, and when the principal has been paid in full, refund it to you.

Prepayment. If you prepay in full or in part, you will not incur a penalty. You may prepay this Agreement in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until you pay in full. You will have satisfied your obligations under this Agreement if within 90 Days from the agreement date you are not in default under this Agreement and you pay to us the then current principal balance, less all amounts of accrued interest paid by you. Early payments may decrease the amount of charges that accrue, and late payments may increase the amount of charges that accrue.

Application of Payments. Payments will be applied in the following order: (i) uncollected fees, (ii) default fees, (iii) accrued interest, then (iv) principal.

Late Payment and NSF Fee (if any). If you fail to pay any payment in full within 10 days after it is due, you will be charged a late fee equal to 5.00% of the payment due or \$10.00, whichever is less. If you make payment of any sum due under this Agreement by means of a check, order or draft drawn on a financial institution and such institution refuses payment thereof because you do not have sufficient funds in or credit with such institution, you agree to pay us an insufficient check charge of \$15.00. To the extent permitted by law, we may charge all costs and expenses incurred in connection with the collection of the amount of the payment or draft, including reasonable attorney's fees.

Security Agreement. To secure this obligation, you grant the seller a purchase money security interest in the Goods and all proceeds from it. You grant us a security interest in any motor vehicle the Goods have been attached to. By giving us a security interest in the Goods and any motor vehicle the Goods are attached to, you represent and agree to the following during the term of this Agreement:

1. You will defend our interests in the Goods against claims made by anyone else. You will do whatever is necessary to keep our claim to the Goods ahead of the claim of anyone else.
2. The security interest you are giving us in the Goods comes ahead of the claim of any other of your general or secured creditors. You agree to sign any additional documents or provide us with any additional information we may require to keep our claim to the Goods ahead of the claim of anyone else. You will not do anything to change our interest in the Goods.
3. You will keep the Goods in your possession in good condition and repair. You will use the Goods for their intended and lawful purposes. Unless otherwise agreed in writing, the Goods will be located at your address listed in this Agreement. You agree that you are purchasing the Goods for your personal use and that during the terms of this Agreement you will make no modifications for any other use.
4. You will not attempt to sell the Goods or otherwise transfer any rights in the Goods to anyone else, without our prior written consent.
5. You will notify us of any loss or damage to the Goods. You will provide us reasonable access to the Goods for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

Scheduled Payment Amounts. The Payment Schedule above assumes all of your payments will be made on time. If you are late making a payment, the amount of your last payment may be greater than disclosed in the Payment Schedule. Likewise, if you are late making a payment, the charges that accrue and owe may be greater than disclosed above. Our charges continue to accrue on the delinquent portion of any scheduled payment at the rate provided in this Agreement until the payment is made in full, and regardless of whether you have been charged a late fee because of the delinquent payment.

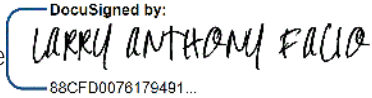
Optional Authorization to Initiate Recurring Electronic Fund Transfers (ACH Debits)

Debit Authorization. By choosing to sign "yes," you authorize us to make the debit entries authorized, on the bank account number that you provided to us. You authorize us to electronically debit funds from your bank account using your bank routing numbers or Card information in the amount of each payment provided in the payment schedule above, on or after the dates in the payment schedule above. This authorization extends to any Visa, Master Card, Discover or American Express card (Card) that you have provided us. If there is any missing or erroneous information regarding Your Bank Account, or Card, then you authorize us to verify and correct such information. You have given us certain information from Your Bank Account and Card so that we can verify the account number and routing number. You acknowledge that Your Bank Account(s) and Card(s) provide access to a legitimate, open, and active account.

Re-Initiation and Varying Amounts. If your bank returns a debit entry for insufficient funds, that we submitted using your bank routing number, then we are limited to two additional debits using that bank routing number. You further authorize your bank to debit Your Bank Account for the amount of the EFT entry. You have the right to receive notice if the recurring transfers authorized herein will vary in amount, outside of the range disclosed in this paragraph. You acknowledge that we elected to offer you a specified range of amounts for electronic debit(s) (in lieu of providing the notice of transfers varying in amount). The amount of any recurring ACH debit will range from (i) \$1 based on your prepayment history, to (ii) the amount of a scheduled payment combined with the amount past due, as provided in this Agreement. For any recurring electronic debit outside this specified range, we will send you notice. Therefore, by agreeing to the terms of this Authorization you choose to only receive notice when a recurring electronic debit amount exceeds the range specified.

Compliance and Effective Date. You acknowledge that the origination of EFT transactions to Your Bank Account must comply with the provisions of U.S. law. The effective date of the transaction is date Agreement Date above.

Optional Authorization and Revocation of Authorization. You do not have to authorize recurring ACH or electronic debits and can opt out by NOT signing below. If you do not opt out below you may revoke your recurring automated clearinghouse debit and Card authorization in the future by providing your bank or us notice of your termination of such authorization(s) in such time and manner as to afford your bank or us a reasonable opportunity to act on your instructions. You may revoke this ACH Credit and Debit Authorization by mailing us a written revocation to American First Finance P. O. Box 565848 Dallas, TX 75356-0000 that we receive at least three (3) days before the proposed effective date of the revocation. You are not required to agree to this Optional Authorization to Initiate Recurring Electronic Fund Transfers to obtain this credit. If you do not wish to give authorization for EFT, uncheck the "Yes" box.

YES to Recurring Debts Signature:  _____ Date: 9/28/2017

YES to Recurring Debts Signature: _____ Date: _____

Events of Default. Except as prohibited by law, you will be in default if (1) you fail to make a payment as required by this Agreement, including the return of any ACH debit entry authorized by you, or (2) the prospect of payment, performance, or realization of the Goods is significantly impaired. If you are in default, you may be entitled to receive notice of the default and you may have the right to cure the default.

Our Rights Upon Default. If you are in default after any applicable notice and beyond any applicable cure period, you agree that we may take any of the following actions to the extent allowed by applicable law (1) we may accelerate the maturity of any amounts due to us and demand immediate payment of the same; (2) we may continue to charge you charges on any unpaid amounts, at the rates provided in this Agreement; (3) we may require you to make the Goods available to us at a place we designate that is reasonably convenient to you and us, (4) we may immediately take possession of the Goods and any vehicle the goods are attached to by legal process or lawful self-help, (5) upon taking possession of the Goods and any vehicle the goods are attached to, we may sell the Goods and any vehicle the goods are attached to and apply what we receive as provided by law to our reasonable expenses and then toward your obligations; (6) except as prohibited by law, we may sue you including for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us; (7) we may exercise any of our rights described in the paragraph below entitled "Debit Authorization to Initiate Electronic Fund Transfer Upon Default;" and (8) we may exercise any other rights or remedies allowed by this Agreement or at law. You agree that if notice is required to be given to you of an intended sale or transfer of the Goods and any vehicle the goods are attached to, notice is reasonable if given at least 10 days before the date of the intended sale or transfer or such other period as may be required by law. If an event of default occurs as to any one of you, we may exercise our remedies against any or all of you. Except as provided in the provisions titled "Agreements for Resolving Disputes," if you default, you agree to pay our costs for collecting amounts owing, including, to the extent allowed by law, court costs, reasonable attorneys' fees when referred to an attorney who is not a salaried employee of ours, and fees for repossession, repair, storage and sale of the Goods and any vehicle the goods are attached to securing this Agreement.

Debit Authorization to Initiate Electronic Fund Transfer Upon Default. On or after the date in which you default, and subject to any cure rights you may have, you authorize us to electronically debit your bank account or Card using bank routing numbers or card numbers provided to us. You authorize such debit in the amount of the outstanding past due balance. This authorization extends to any bank routing number you provided, or to the Visa, Master Card, Discover or American Express card (Card) numbers that you have provided us. If any payment is late, you also authorize us to debit funds from your Bank Account(s) and/or Card to make a separate one-time electronic fund transfer from your account to collect the late fee described above. If your bank returns a debit entry for insufficient funds, that we submitted using your bank routing number, then we are limited to two additional debits using that bank routing number. You further authorize your bank to debit Your Bank Account for the amount of the EFT entry. You acknowledge that the origination of EFT transactions to Your Bank Account must comply with the provisions of U.S. law. If there is any missing or erroneous information regarding Your Bank Account or depository or Card, then you authorize us to verify and correct such information. You have given us certain information from Your Bank Account and Card so that we can verify the account number and routing number and you acknowledge that Your Bank Account(s) and Card(s) provide access to a

legitimate, open, and active account. You may revoke your automated clearinghouse debit and Card authorization by providing your bank or us notice of your termination of such authorization(s) in such time and manner as to afford your bank or us a reasonable opportunity to act on your instructions. You may revoke this ACH Credit and Debit Authorization by mailing us a written revocation to American First Finance P. O. Box 565848 Dallas, TX 75356-0000 that we receive at least three (3) days before the proposed effective date of the revocation. The effective date of the transaction is date Agreement Date above. The authorization provided in this paragraph applies, even if you do not elect to provide a recurring debit authorization below.

Security. Under the Federal Reserve Board's Official Staff Commentary to Regulation Z §12 CFR 1026, we disclosed our interest in the ACH Authorization as a security interest. We provide this disclosure for federal Truth-in-Lending purposes only. Federal and this state's law do not clearly address whether our interest in the ACH Authorization is a "security interest."

Independent Obligations. Each person who signs this Agreement agrees to pay this Agreement according to its terms. The means (1) you must pay this Agreement even if someone else has also signed it; (2) we may release a co-buyer or guarantor and you will still be obligated to this Agreement; (3) we may release any security and you will still be obligated to pay this Agreement; (4) if we give up any of our rights, it will not affect your duty to pay this Agreement; or (5) if we renew or extend this Agreement, you will still have a duty to pay this Agreement.

Telephone Calls – Monitoring. You agree that if you are past due or in default, you will accept calls from us or a third party we have contracted with regarding the collection of your Account, unless prohibited by law. If wireless or cellular telephone numbers are associated with your Account, you agree that we may place calls to those numbers which may result in charges from your wireless or cellular carrier. You understand these calls could be automatically dialed and a recorded message may be played. You agree such calls will not be unsolicited calls for purposes of state and federal law. You also agree that, from time to time, we may monitor telephone conversations between you and us to assure the quality of our customer service.

Email and SMS/Text Messaging. You consent that we or in the event that your account is turned over to a third party for collections, our agents may contact you via email to any email address associated with your account, unless prohibited by law. In addition, you consent that we may transmit SMS/text messages to any wireless telephone number provided to us in the history of servicing this security agreement to communicate about the transaction, unless prohibited by law. You understand these contacts could be automatically generated and a standard message may be transmitted. You agree such contact is not an unsolicited contact for purposes of state and federal law. You agree that we may transmit SMS/Text messages to wireless telephone numbers associated with your account which may result in charges from your wireless carrier. If you wish to opt-out from either email or SMS/text messages, please contact us at American First Finance P. O. Box 565848 Dallas, TX 75356-0000 or 855-721-1188.

Bankruptcy. You represent that you are not currently a debtor in any bankruptcy proceeding and that you have no intention of filing bankruptcy under any chapter of the US Bankruptcy code during the term of this transaction or within 90 days following the completion of this transaction. Any notice(s) of any future bankruptcy petition and all subsequent filings, motions, orders or correspondence shall be mailed or sent by express courier to: American First Finance P. O. Box 565848 Dallas, TX 75356-0000. You agree any written or oral communication concerning a bankruptcy with our local office, identified above, is null and void and of no effect.

Credit Reporting. You agree that we may make inquiries concerning your credit history and standing, and we may report information concerning your performance under this Agreement to credit reporting agencies. Late payments, missed payments or other defaults may be reflected in your credit report.

Credit Report Notice. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Notices. We meet all requirements for sending you a notice of any kind if we send it to you by means of United States mail at your most recent address as reflected in our records.

Notices of Disputed Debts. You must send notices of disputed debts, including an instrument attempted to be tendered in full satisfaction of a debt, by writing to the following: American First Finance P. O. Box 565848 Dallas, TX 75356-0000.

Assignment. This Agreement will be binding upon you, your heirs and assigns; however, you may not assign your obligations under this Agreement without our prior written consent.

Waivers. Neither our failure to exercise any of our rights under this Agreement, nor our delay in enforcing or exercising any of our rights, will waive those rights. Furthermore, if we waive any right under this Agreement on one occasion, that waiver will not operate as a waiver as to any other occasion. We may accept late or partial payments, even if marked "paid in full," "full satisfaction," or similar terms attempting to affect an accord and satisfaction without losing any rights under this Agreement.

Limitation on Damages. In the event of any dispute, claim or other controversy relating to this Agreement or any party's actions or inactions relating in any respect to this Agreement, and whether the underlying dispute, claim or controversy is based on contract law, tort law or any other law or theory of liability, you and we agree that, to the maximum extent permitted by law, neither you nor we shall be entitled to recover punitive damages. The laws of some states prohibit the exclusion or limitation of certain implied warranties and remedies for their breach. This provision may not apply to you to the extent prohibited by applicable law.

Governing Law. California law will govern this agreement, except that the Federal Arbitration Act will govern the "Agreements for Resolving Disputes."

Severability. If any part of this Agreement is found to be unenforceable, that part will be deemed severed from the Agreement and the remaining provisions will be enforced to the fullest extent allowed by law.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

AGREEMENTS FOR RESOLVING DISPUTES; CERTAIN DEFINITIONS

The Pre-Dispute Resolution Procedure, Arbitration Provision and Jury Trial Waiver set forth below govern "Claims" you assert against us or any "related party" of ours and "Claims" we or any related party assert against you. For purposes of this Agreement, our "related parties" include all parent companies, subsidiaries and affiliates of ours and our and their employees, directors, officers, shareholders, governors, managers and members. The term "Claim" means any claim, dispute or controversy between you and us (or our related parties) that arises from or relates in any way to this Agreement or any services you request or we provide under this Agreement ("Services"); any of our marketing, advertising, solicitations and conduct relating to your request for Services; our collection of any amounts you owe; or our disclosure of or failure to protect any information about you. "Claim" is to be given the broadest possible meaning and includes claims of every kind and nature, including but not limited to, initial claims, counterclaims, cross-claims and third-party claims, and claims based on any constitution, statute, regulation, ordinance, common law rule (including rules relating to contracts, negligence, fraud or other intentional wrongs) and equity. It includes disputes that seek relief of any type, including damages and/or injunctive, declaratory or other equitable relief. Notwithstanding the foregoing, "Claim" does not include any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court. In addition, except as set forth in the immediately following sentence, "Claim" does not include disputes about the validity, enforceability, coverage or scope of the Arbitration Provision or any part thereof (including, without limitation, Sections 5(C), (D) and/or (E) of the Arbitration Provision (the "Class Action and Multi-Party Claim Waiver"), the clause in the second sentence of Section 10 of the Arbitration Provision beginning with the words "provided, however," and/or this sentence); all such disputes are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide. "Claim" also does not include any "self-help remedy" (that is, any steps taken to enforce rights without a determination by a court or arbitrator, for example, repossession and/or re-titling of a motor vehicle) or any individual action by you or us to prevent the other party from using any self-help remedy, so long as such self-help remedy or individual judicial action does not involve a request for monetary relief of any kind.

PRE-DISPUTE RESOLUTION PROCEDURE

Before either you, we or any related party commences RIGHT TO REJECT ARBITRATION. If you do not want this Arbitration Provision to apply, you may reject it within 30 days after the date of this Agreement by delivering to us at American First Finance, Attn: Legal Department, P. O. Box 565848 Dallas, TX 75356-0000, a written rejection notice which: (a) provides your name and address and the date of this Agreement; and (b) states that you are rejecting the Arbitration Provision in the Agreement. If you want proof of the date of such a notice, you should send the rejection notice by "certified mail, return receipt requested." If you use such a method, we will reimburse you for the postage upon your request. Nobody else can reject arbitration for you (except an attorney at law you have personally retained); this is the only way you can reject arbitration. Your rejection of arbitration will not affect your right to Services or the terms of this Agreement (other than this Arbitration Provision).

1. **ARBITRATION ELECTION.** A Proceeding may be commenced after the Complaining Party complies with the Pre-Dispute Resolution Procedure. The Complaining Party may commence the Proceeding either as a lawsuit or arbitration by following the appropriate filing procedures for the court or the arbitration administrator selected by the Complaining Party in accordance with this Section 2. If a lawsuit is filed, the Defending Party may elect to demand arbitration under this Arbitration Provision of some or all of the Claims asserted in the lawsuit. To avoid piece-meal Proceedings to the extent possible, the Complaining Party must assert in a single lawsuit or arbitration all of the Claims of which the Complaining Party is aware and the Defending Party must demand arbitration with respect to all or none of the Complaining Party's Claims. Also, if the Complaining Party initially asserts a Claim in a lawsuit on an individual basis but then seeks to assert the Claim on a class, representative or multi-party basis, the Defending Party may make such a demand. A demand to arbitrate a Claim may be given in papers or motions in a lawsuit. If you demand that we arbitrate a Claim initially brought against you in a lawsuit, your demand will constitute your consent to arbitrate the Claim with the administrator of our choice, even if the administrator we choose does not typically handle arbitration proceedings initiated against consumers. Any arbitration Proceeding shall be conducted pursuant to this Arbitration Provision and the applicable rules of the arbitration administrator in effect at the time the arbitration is commenced. The arbitration administrator will be the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org; JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org; or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an arbitration administrator by mutual consent, the administrator will be selected by a court. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any arbitration administrator that has in place a formal or informal policy that is inconsistent with the Class Action and Multi-Party Claim Waiver. The arbitrator will be selected under the administrator's rules, except that the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless the parties agree otherwise.

2. **NON-WAIVER.** Even if all parties have elected to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any new Claim asserted in that lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis), and nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. This Arbitration Provision will apply to all Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision.

3. **LOCATION AND COSTS.** The arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve the Claim based on the papers submitted by the parties and/or through a telephone hearing. However, any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. We will consider any good faith request you make for us to pay the administrator's or arbitrator's filing, administrative, hearing and/or other fees if you cannot obtain a waiver of such fees from the administrator and we will not seek or accept reimbursement of any such fees we agree to pay. We will also pay any fees or expenses we are required by law to pay or that we must pay in order for this Arbitration Provision to be enforced. We will pay the reasonable fees and costs you incur for your attorneys, experts and witnesses if you are the prevailing party or if we are required to pay such amounts by applicable law or by the administrator's rules. The arbitrator shall not limit the attorneys' fees and costs to which you are entitled because your Claim is for a small amount. Notwithstanding any language in this Arbitration Provision to the contrary, if the arbitrator finds that any Claim or defense is frivolous or asserted for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the arbitrator may award attorneys' and other fees related to such Claim or defense to the injured party so long as such power does not impair the enforceability of this Arbitration Provision.

4. **NO CLASS ACTIONS OR SIMILAR PROCEEDINGS; SPECIAL FEATURES OF ARBITRATION.** IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (A) HAVE A COURT OR A JURY DECIDE THE CLAIM; (B) OBTAIN INFORMATION PRIOR TO THE HEARING TO THE SAME EXTENT THAT YOU OR WE COULD IN COURT; (C) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR CLASS OPPONENT; (D) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (E) JOIN OR CONSOLIDATE CLAIM(S) INVOLVING YOU WITH CLAIMS INVOLVING ANY OTHER PERSON. THE RIGHT TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

5. **GETTING INFORMATION.** In addition to the parties' rights under the administrator's rules to obtain information before the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.

6. **SPECIAL PAYMENT.** If (a) you submit a Claim Notice on your own behalf (and not on behalf of any other party) and comply with all of the requirements (including timing and confidentiality requirements) of the Pre-Dispute Resolution Procedure; (b) we refuse to provide you with the money damages you request; and (c) an arbitrator issues you an award that is greater than the latest money damages you requested at least ten days before the date the arbitrator was selected, then we will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, a premium in addition to the amount of attorneys' fees, and expenses (including expert witness fees and costs) that was awarded by the arbitrator in this arbitration in the amount equal to the lesser of \$2,500 or fifty percent of the arbitrator's attorneys' fees award ("the attorney premium").

The right to attorneys' fees and expenses discussed in this section supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative or multiplier awards of attorneys' fees or costs.

7. **EFFECT OF ARBITRATION AWARD.** Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any appeal right under the Federal Arbitration Act, 9 U.S.C. §1, *et seq.* (the "FAA"); and (2) Claims involving more than \$50,000 (including Claims that may reasonably require injunctive relief costing more than \$50,000). For Claims involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the administrator, which will reconsider *de novo* any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Costs in connection with any such appeal will be borne in accordance with Section 4 of this Arbitration Provision.

8. **GOVERNING LAW.** This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA, and not Federal or state rules of civil procedure or evidence or any state laws that pertain specifically to arbitration. The arbitrator is bound by the terms of this Arbitration Provision. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

9. **SURVIVAL, SEVERABILITY, PRIMACY.** This Arbitration Provision shall survive the full payment of any amounts due under this Agreement; any rescission or cancellation of this Agreement; any exercise of a self-help remedy; our sale or transfer of this Agreement or our rights under this Agreement; any legal proceeding by us to collect a debt owed by you; and your (or our) bankruptcy. If any part of this Arbitration Provision cannot be enforced, the rest of this Arbitration Provision will continue to apply; provided, however, that if Section 5(C), (D) and/or (E) is declared invalid in a proceeding between you and us, without in any way impairing the right to appeal such decision, this entire Arbitration Provision (other than this sentence) shall be null and void in such proceeding. In the event of any conflict or inconsistency between this Arbitration Provision and the administrator's rules or the rest of this Agreement, this Arbitration Provision will govern.

10. **JURY TRIAL WAIVER.** YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE, AFTER HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

Privacy Policy

We respect the privacy of our customers and are committed to treating customer information responsibly. Our complete privacy policy statement will be provided to you with this Agreement and is available from American First Finance P. O. Box 565848 Dallas, TX 75356-0000. You acknowledge that you have received a copy of our Privacy Policy on this date or within the past twelve months. You may contact our offices at P. O. Box 565848 Dallas, TX 75356-0000 and request that a current copy of our Privacy Policy be mailed to you.

NOTICE TO BUYER. (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT. (3) YOU CAN PREPAY THE FULL AMOUNT DUE UNDER THIS AGREEMENT AT ANY TIME. (4) IF YOU DESIRE TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE, THE AMOUNT WHICH IS OUTSTANDING WILL BE FURNISHED UPON REQUEST.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT.

DocuSigned by:
LARRY ANTHONY FACIO 9/28/2017
 88CFD0078179491...
 Buyer Signature Date

DocuSigned by:
Dee Jay Alshraf 9/28/2017
 EE96633011C24F1...
 Seller Signature Date

 Buyer Signature Date

You agree to all terms of this Security Agreement including those under the "Agreements for Resolving Disputes" caption above, including the Arbitration Agreement.

Notice of Assignment: We have assigned this Agreement and any of our rights under it, including without limitation, the right to receive payments, to American First Finance, P. O. Box 565848 Dallas, TX 75356-0000, the Assignee, phone number 855-721-1188. That assignment is made under the terms of a separate written agreement. You must make all payments under this Agreement to Assignee at its address.

Seller:
 DocuSigned by:
 By *Dee Jay Alshraf* _____ Date: 9/28/2017
 EE96633011C24F1...

REVIEW YOUR PAYMENT SCHEDULE

PAYMENT DATE	PRINCIPAL	FINANCE CHARGE	TOTAL PAYMENT AMOUNT	PAYMENT DATE	PRINCIPAL	FINANCE CHARGE	TOTAL PAYMENT AMOUNT
10/06/2017	44.87	47.41	92.28				
10/20/2017	11.80	80.48	92.28				
11/03/2017	12.46	79.82	92.28				
11/17/2017	13.15	79.13	92.28				
12/01/2017	13.88	78.40	92.28				
12/15/2017	14.65	77.63	92.28				
12/29/2017	15.47	76.81	92.28				
01/12/2018	16.33	75.95	92.28				
01/26/2018	17.24	75.04	92.28				
02/09/2018	18.20	74.08	92.28				
02/23/2018	19.21	73.07	92.28				
03/09/2018	20.28	72.00	92.28				
03/23/2018	21.40	70.88	92.28				
04/06/2018	22.59	69.69	92.28				
04/20/2018	23.85	68.43	92.28				
05/04/2018	25.18	67.10	92.28				
05/18/2018	26.58	65.70	92.28				
06/01/2018	28.06	64.22	92.28				
06/15/2018	29.62	62.66	92.28				
06/29/2018	31.26	61.02	92.28				
07/13/2018	33.00	59.28	92.28				
07/27/2018	34.84	57.44	92.28				
08/10/2018	36.78	55.50	92.28				
08/24/2018	38.82	53.46	92.28				
09/07/2018	40.98	51.30	92.28				
09/21/2018	43.26	49.02	92.28				
10/05/2018	45.67	46.61	92.28				
10/19/2018	48.21	44.07	92.28				
11/02/2018	50.89	41.39	92.28				
11/16/2018	53.72	38.56	92.28				
11/30/2018	56.70	35.58	92.28				
12/14/2018	59.86	32.42	92.28				
12/28/2018	63.19	29.09	92.28				
01/11/2019	66.70	25.58	92.28				
01/25/2019	70.41	21.87	92.28				
02/08/2019	74.33	17.95	92.28				
02/22/2019	78.46	13.82	92.28				
03/08/2019	82.82	9.46	92.28				
03/22/2019	87.28	4.85	92.13				

FACTS**WHAT DOES AMERICAN FIRST FINANCE
DO WITH YOUR PERSONAL INFORMATION?**

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> ■ Social Security number and income ■ Transaction history and credit history ■ Employment information and checking account information
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list all the reasons financial companies can share their customers' personal information; the reasons American First Finance chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES AMERICAN FIRST FINANCE SHARE?	CAN YOU LIMIT THIS SHARING?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	YES	NO
For our marketing purposes- to offer our products and services to you	YES	NO
For joint marketing with other financial companies	YES	NO
For our affiliates' everyday business purposes- information about your transactions and experiences	YES	NO
For our affiliates' everyday business purposes- information about your creditworthiness	YES	YES
For our affiliates to market to you	YES	YES
For our nonaffiliates to market to you	YES	YES

**TO LIMIT
OUR
SHARING****Mail the form below
Please Note:**

When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

QUESTIONS:

Call toll free 1-855-721-1188 or go to www.americanfirstfinance.com

**MAIL-IN FORM****Mark Any/All you want to limit:**

- Do not share information about my creditworthiness with your affiliates for their everyday business purposes.
- Do not allow your affiliates to use my personal information to market me.
- Do not share my personal information with nonaffiliates to market their products and services to me.

NAME	Mail to: American First Finance, Inc. 3515 N. Ridge Road Ste 200 Wichita, KS 67205
ADDRESS	
CITY, STATE, ZIP	
CUSTOMER #	

WHO WE ARE	
Who is providing this notice?	American First Finance, Inc. (also known as "American First Finance") collectively referred to herein as "AFF".
WHAT WE DO	
How does AFF protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does AFF collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ Apply for a loan ■ Give us your contact information ■ Provide employment information or provide account information <p>We also collect you personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ Sharing for affiliates' everyday business purposes – information about your creditworthiness ■ Affiliates from using your information to market to you ■ Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold joint with someone else?	Your choices will apply to everyone on the account.
DEFINITIONS	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliated	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ Nonaffiliates we share with can include lenders, collection agencies, consumer reporting agencies, retailers, database providers, and other finance service providers.
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ Nonaffiliates we share with can include lenders, retailers and other finance service providers.

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

LARRY FACIO, individually and on behalf of those similarly situated

(b) County of Residence of First Listed Plaintiff SACRAMENTO (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

GREEN & NOBLIN, P.C., 2200 Larkspur Landing Circle, Suite 200, Larkspur, CA 94939 (415) 477-6700

DEFENDANTS

AMERICAN FIRST FINANCE, INC.

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party) 2 U.S. Government Defendant X 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and incorporation status. Includes options like 'Citizen of This State', 'Citizen of Another State', 'Citizen or Subject of a Foreign Country', 'Incorporated or Principal Place of Business In This State', etc.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes sub-sections like PERSONAL INJURY, HABEAS CORPUS, etc.

V. ORIGIN (Place an "X" in One Box Only)

- X 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation-Transfer 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. Sections 1332(d), 1435 ("CAFA")

Brief description of cause:

Defendants financed sale of property to Plaintiffs and, as a pattern and practice, fail to disclose unconscionable interest rates.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$

CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE Sallie Kim

DOCKET NUMBER 3:18-cv-06743-SK

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) X SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 10/20/2021

SIGNATURE OF ATTORNEY OF RECORD

s/Robert S. Green

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
 - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
 - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
 - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
 - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
 - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.

1 ROBERT S. GREEN (SBN 136183)
2 JAMES ROBERT NOBLIN (SBN 114442)
3 EVAN M. SUMER (SBN 329181)
4 **GREEN & NOBLIN, P.C.**
5 2200 Larkspur Landing Circle, Suite 101
6 Larkspur, CA 94939
7 gnecf@classcounsel.com
8 Tel: (415) 477-6700
9 Fax: (415) 477-6710

7 ALICIA L. HINTON (SBN 292849)
8 **LAW OFFICE OF A.L. HINTON**
9 1616 W. Shaw Avenue, Suite B7
10 Fresno, CA 93711
11 alicia@alhintonlaw.com
12 Tel: (559) 691-6900
13 Fax: (559) 421-0373

JAMES C. STURDEVANT (SBN 94551)
THE STURDEVANT LAW FIRM, APC
4040 Civic Center Drive, Suite 200
San Rafael, CA 94903
jsturdevant@sturdevantlaw.com
Tel: (415) 477-2410
Fax: (415) 492-2810

11 Attorneys for Plaintiff
12 LARRY FACIO

14 **UNITED STATES DISTRICT COURT**
15 **NORTHERN DISTRICT OF CALIFORNIA**

16 LARRY FACIO, individually and on
17 behalf of those similarly situated,
18
19 Plaintiffs,
20
21 vs.
22 AMERICAN FIRST FINANCE, INC.
23
24 Defendant.

Case No.
DECLARATION OF VENUE

1 I, ROBERT S. GREEN, hereby declare that I am an attorney representing the Plaintiff,
2 Larry Facio, in the above-captioned matter and submit this declaration in support of the Class
3 Action Complaint, which is based in part on violations of the Consumers Legal Remedies Act,
4 California Civil Code §1750, *et seq.*

5 1. The Class Action Complaint has been filed in the proper place for trial of this
6 action.

7 2. Venue is proper in this District pursuant to California Civil Code §1789(d) because
8 Defendant American First Finance, Inc. is doing business in the counties included in the Northern
9 District of California.

10 I declare under penalty of perjury, under the laws of the State of California, that the
11 foregoing is true and correct.

12 Executed this 20th day of October, 2021 at Larkspur, California.

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s/Robert S. Green

ROBERT S. GREEN

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims American First Finance Installment Payment Agreements Amount to Unlawful Loans](#)
