

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
NEWPORT NEWS DIVISION**

**MIGUEL RAMIREZ, individually, and on
behalf of all others similarly situated,**

Plaintiff,

v.

ONEMAIN FINANCIAL GROUP LLC,

Defendant.

CASE NO.:

**CLASS ACTION
DEMAND FOR JURY TRIAL**

CLASS ACTION COMPLAINT

Plaintiff Miguel Ramirez (“Plaintiff” or “Mr. Ramirez”) on behalf of himself and all others similarly situated, alleges the following based upon personal knowledge as to himself, upon information and belief, and the investigation of his undersigned counsel as to all other matters, and brings this class action against Defendant OneMain Financial Group LLC (“Defendant” or “OneMain”), as follows:

I. NATURE OF THE ACTION

1. This Complaint seeks to use the protections provided to active-duty service members by the Military Lending Act, 10 U.S.C. § 987, *et seq.* (“MLA”) to void Defendant’s illegal installment loans made to thousands of soldiers. The MLA was enacted to protect United States active-duty service members and their dependents¹ from predatory lending. Excessive debt endangers our nation’s military readiness and impacts service member retention, morale, household stability, security clearances, and career advancement.

¹ Active-duty service members and their dependents are identified throughout the Complaint as “Covered Borrowers” as defined by 32 C.F.R. § 232.3(g)(1).

2. OneMain routinely violates the MLA in at least six (6) separate ways: (1) charging interest above the 36% statutory rate cap for the Military Annual Percentage Rate; (2) failing to provide any required MLA Disclosures; (3) including a Class Action Ban and Waiver of Jury Trial which is prohibited by the MLA; (4) including a mandatory binding arbitration clause which is prohibited by the MLA; (5) extending credit and servicing loans where the Covered Borrower's bank account is used as security for the loan; and (6) rolling over loans to a Covered Borrower using the proceeds of other credit extended by the same creditor. See, 10 U.S.C. § 987(b),(c),(e)(1)(2)(5)(6). Plaintiff's Loan Agreement and Disclosure Statement ("Agreement") is attached hereto as **Exhibit 1**.

3. To protect our active-duty service members and their families, Congress declared that any violation of the MLA renders that loan void from inception. 10 U.S.C. § 987(f)(3).

4. Upon information and belief, OneMain's business practices violate the MLA and are part of a systematic nationwide policy and practice.

II. JURISDICTION AND VENUE

5. This Court has Federal Question jurisdiction pursuant to the Military Lending Act under 10 U.S.C. § 987, *et seq.*

6. Venue and jurisdiction are proper in this District pursuant to 10 U.S.C. § 987 and 28 U.S. § 1391 and in this particular Division under L. Civ. R. 3(C). OneMain is a limited liability company subject to personal jurisdiction in this District because it transacts business in this District and Division. This Court possesses personal jurisdiction because OneMain deliberately and regularly conducts business, marketing, distributing, promoting and/or extends consumer credit, in and into Virginia and maintains a brick and mortar store located at 2189 Cunningham Drive, Hampton, Virginia 23666 from which it issued loans to numerous Class Members. Plaintiff

received loans at a location within this District and Division. OneMain has obtained the benefits of the laws of Virginia and profited substantially from Virginia commerce.

7. Plaintiff's loan Agreement states: "Governing Law: This agreement shall be governed by the laws of the Commonwealth of Virginia and Federal law." **Ex. 1.**

III. PARTIES

8. At all times relevant hereto, Plaintiff, Miguel Ramirez, was a natural person and resident of the City of Hampton, Virginia.

9. At all times relevant hereto, Plaintiff was a Covered Borrower and an active-duty service member employed by the United States Army.

10. Defendant OneMain is a foreign limited liability company operating in and into Virginia and its registered agent is located at 4701 Cox Road, Suite 285, Glen Allen, Virginia 23060. OneMain's principal office is located at 100 International Drive, Floor 16, Baltimore, MD 21202.

11. OneMain Financial Group LLC is exclusively owned by OneMain Financial Holdings Inc.

IV. OVERVIEW OF THE MILITARY LENDING ACT

12. In August 2006, the Department of Defense ("DOD") pulled back the curtain on predatory lending and investigated loans directed at military families. In its Report (the "Report"),² the DOD uncovered a litany of financial issues plaguing our country's military families that directly resulted in a risk to our national security, including a finding that active duty service members had their clearances revoked or denied due to financial problems, and that there was a

² <https://apps.dtic.mil/sti/pdfs/ADA521462.pdf>

lack of military readiness and morale caused by excessive debt.³ Shockingly, a five year study illustrated that between 2000-2005, financial issues resulted in a 1,600 percent increase in financial hardship among the families of Sailors and Marines.⁴

13. As early as summer 2006, the Report identified serious issues with creditors and predatory lenders offering consumer products featuring high fees/interest rates and requiring military allotments as condition of a loan.⁵⁶

14. To curb usurious interest rates, excessive APR rates, and bogus fees, the DOD requested assistance from Congress.⁷ “Specifically, lenders should not be permitted to base loans on prospective bad checks, electronic access to bank accounts, mandatory military allotments, or titles to vehicles.”⁸

15. Predatory lenders make loans based on access to assets (through checks, bank accounts, car titles, tax refunds, etc.) and guaranteed continued income, but not on the ability of the borrower to repay the loan without experiencing serious financial difficulties.⁹

16. For decades, the DOD requested increased statutory protections for Covered Borrowers from unfair, deceptive lending practices, and usurious interest rates and to require uniform disclosure of credit costs and terms. The MLA was passed by Congress to protect service members from unfair and deceptive and excessively priced loans.

V. FACTS

³ *Id.*

⁴ *Id.*

⁵ *Id.*

⁶ Dr. William O. Brown, Jr., and Dr. Charles B. Cushman, Jr., “Payday Loan Attitudes and Usage Among Enlisted Military Personnel,” Consumer Credit Research Foundation, June 27, 2006, p. 10

⁷ *Id.*

⁸ <https://apps.dtic.mil/sti/pdfs/ADA521462.pdf>

⁹ *Id.*

A. Plaintiff's Loans

17. In just over four (4) years, Defendant extended Plaintiff at least five loans¹⁰ and refinanced the most recent loan at issue using the same extended credit in violation of 10 U.S.C. § 987(e)(1). Each of Defendant's loans to Plaintiff violate the MLA. Defendant provided these loans to Plaintiff without a credit check, without conducting any underwriting, and without providing him with the MLA disclosures required by 10 U.S.C. § 987(c).

18. All of Defendant's loans required Plaintiff to waive his right to a jury trial and prohibit him from participating in a class action in violation of 10 U.S.C. § 987(e)(2), and require him to submit to mandatory binding arbitration in violation of 10 U.S.C. § 987(e)(3).

19. Upon information and belief, all of Defendant's loans to Plaintiff exceed 36 percent MAPR. Specifically, in each of Defendant's loans to Plaintiff, it failed to include an application processing fee within its MAPR calculation. Additionally, Defendant's loans required a 5 percent fee calculated against the entire loan as a penalty for each late payment. As a result, all of Plaintiff's loans exceed the MLA's statutory rate cap of 36 percent MAPR.

20. On or around February 6, 2020, Plaintiff appeared at Defendant's brick and mortar store located at 2189 Cunningham Drive Hampton, VA 23666. At that time, Plaintiff met with a OneMain representative and was provided with a credit application. Defendant approved Plaintiff's credit application and extended his fifth and current installment loan ("Loan").

21. Upon information and belief, Defendant extended Plaintiff's Loan via its standard form Agreement on February 6, 2020. Upon information and belief, the Loan was secured by

¹⁰ **Exhibit 1** reflects Plaintiff's most recent loan with Defendant. Plaintiff does not possess copies of his first four (4) loans.

Plaintiff's bank account in the amount of \$8,926.56. The Loan was to be paid within 48 months and Defendant charged Plaintiff an MAPR over 36 percent.

22. The Defendant's Loan exceeded the MLA statutory interest rate cap of 36 percent¹¹ MAPR in violation of 10 U.S.C. § 987(b).

23. The Defendant's Loan failed to include mandatory MLA loan disclosures in violation of 10 U.S.C. § 987(c).

24. The Defendant rolled over, renewed, repaid, refinanced, and/or consolidated the Loan into a refinance loan (using funds from a previous Loan issued by the Defendant) in violation of 10 U.S.C. § 987(e)(1). Specifically, Defendant refinanced Plaintiff's fourth loan (extended on January 21, 2020), using proceeds from the Loan that it extended to Plaintiff.

25. The Defendant's Loan required Plaintiff to waive his rights to legal recourse under state and federal law by prohibiting him from participating in a class action or jury trial in violation of 10 U.S.C. § 987(e)(2).

26. The Defendant's Loan required Plaintiff to submit to mandatory binding arbitration in violation of 10 U.S.C. § 987(e)(3).

27. In exchange for the Loan, Plaintiff was required to provide the Defendant with a security interest in his bank account as a condition of the loan in violation of 10 U.S.C. § 987(e)(5).

28. All of Plaintiff's loans were used to cover debt and expenses related to his personal, household, and/or family needs.

B. OneMain's Business Model

¹¹ Defendant failed to apply its application processing fee within its MAPR calculation.

29. OneMain primarily offers unsecured installment loans. It originates and services loans that typically range from \$1,500 to \$20,000 with terms from 30 days to 48 months. OneMain operates in 44 states and maintains over 1,500 stores.¹²

30. OneMain extends consumer credit through closed-end installment loans which are subject to the requirements of the MLA when made to a Covered Borrower, including but not limited to: interest rate cap of 36 percent MAPR, mandatory MLA disclosures, prohibitions against eliminating legal remedies under state and federal law and requiring mandatory arbitration.

31. As OneMain knows, the Code of Military Conduct requires active-duty service members to pay their debts. If an active-duty service member fails to pay his or her debts, the service member may lose his or her security clearance, job, rank, pay, etc.

C. The Military Lending Act Prohibits OneMain's Loans

32. Plaintiff and the Class Members are "Covered Borrowers," subject to the protections and limitations imposed by the MLA. A covered borrower is a consumer who, at the time the consumer becomes obligated on a consumer credit transaction or establishes an account for consumer credit, is a covered member of the armed forces or a dependent of a covered member (as defined in 32 CFR 232.3(g)(2) and (g)(3)).

33. Plaintiff is considered a "covered borrower" with respect to the OneMain loans at issue because Plaintiff is an active-duty service member who is obligated by Virginia law to repay loans that were given to him for personal, family or household purposes.

34. Defendant is a "creditor" subject to the requirements and limitations imposed by the MLA in that it engages in the business of extending consumer credit to covered borrowers under the protection of the MLA. 10 U.S.C. § 987(i)(5); *also* 32 C.F.R. § 232.3(i).

¹² <https://www.onemainfinancial.com/branches>

35. The underlying loan transactions at issue in this case constitute “consumer credit” subject to the protections and limitations imposed by the MLA because they are “credit offered or extended to a covered borrower primarily for personal, family, or household purposes,” that is subject to a finance charge or payable by written agreement in more than four installments and does not qualify for any of the identified exceptions. 32 C.F.R. § 232.3(f)(1)(i); *also* 10 U.S.C. § 987(i)(6).

VI. CLASS ALLEGATIONS

36. Plaintiff brings this case as a class action, pursuant to Rule 23 of the Federal Rules of Civil Procedure. The proposed class includes:

All MLA Covered Borrowers in the United States that entered into a Loan Agreement and Disclosure Statement in substantially the same form as **Exhibit 1** and paid interest on the loan in the five years preceding the filing of this Complaint.

37. Expressly excluded from the Class are: (a) any Judge presiding over this action and members of their families; (b) Defendant and any entity in which Defendant has a controlling interest, or which has a controlling interest in Defendant, and its legal representatives, assigns and successors; and (c) all persons who properly execute and file a timely request for exclusion from the Class.

38. The Class period is five (5) years prior to the original filing date of this action.

39. Plaintiff reserves the right to amend the Class definition if further investigation and discovery indicates that the Class definition should be narrowed, expanded, or otherwise modified.

A. Rule 23(a) Criteria

40. **Numerosity**. OneMain’s scheme has harmed and continues to harm Covered Borrowers. The members of the proposed Class are so numerous that joinder of all members is impracticable.

41. The exact number of Class members is unknown as such information is in the exclusive control of the Defendant. However, upon information and belief, OneMain has issued and collected interest on thousands of loans to Covered Borrowers in a manner that violates the MLA.

42. Due to the nature of the consumer loans involved and the fact that OneMain has more than 1,500 locations, in at least 44 states, including locations deliberately located near military bases, and provides loans to Covered Borrowers stationed worldwide, Plaintiff believes the Class consists of easily thousands of consumers. Defendant's locations are geographically dispersed throughout the United States making joinder of all Class members impracticable.

43. **Commonality**. Common questions of law and fact affect the right of each Class member and common relief by way of damages is sought for Plaintiff and Class members.

44. The harm that OneMain has caused or could cause is substantially uniform with respect to Class members. Common questions of law and fact that affect the Class members include, but are not limited to:

- a. Whether Plaintiff and the Class members are "covered borrowers," "covered members," and "dependents," subject to the protections and limitations of the MLA;
- b. Whether Defendant is a "creditor" subject to the protections and limitations of the MLA;
- c. Whether Defendant's loans constitute an extension of "consumer credit" subject to the protections and limitations of the MLA;
- d. Whether OneMain entered into standard form Agreements with Covered Borrowers;

- e. Whether Defendant's loans exceed the MLA statutory rate cap of 36% MAPR;
- f. Whether Defendant failed to provide required MLA disclosures in violation of the MLA;
- g. Whether Defendant's standard form Agreements contain a class waiver provision or jury trial waiver provision in violation of the MLA;
- h. Whether Defendant's standard form Agreements contain a binding arbitration clause in violation of the MLA;
- i. Whether Defendant rolls over, renews, repays, refinances, or consolidates any consumer credit extended to an existing Covered Borrower using the proceeds of other OneMain loans;
- j. Whether OneMain's loans are conditioned upon giving OneMain a security interest in the Covered Borrower's bank account;
- k. Whether Defendant's loans to Covered Borrowers are unlawful and void from inception due to violations of the MLA;
- l. Whether members of the Class have sustained damages and, if so, the proper measure of such damages;
- m. Whether Defendants are subject to punitive damages, and, if so, the proper measure of such damages and remedies to which Plaintiff and the Class are entitled to under 10 U.S.C. § 987(f)(5);
- n. Any declaratory and/or injunctive relief to which the Classes are entitled.

45. **Typicality**. The claims and defenses of the representative Plaintiff are typical of the claims and defenses of the Class because Plaintiff is a Covered Borrower and his installment

loan transactions with the Defendant were typical of the type of personal, household, or family loans that Defendant normally provides to Covered Borrowers. The documents involved in the transaction were standard form documents and the violations are statutory in nature. Plaintiff suffered damages of the same type and in the same manner as the Class he seeks to represent. There is nothing peculiar about Plaintiff's claims.

46. **Adequacy**. The representative Plaintiff will fairly and adequately assert and protect the interests of the Class. Plaintiff has hired attorneys who are experienced in prosecuting class action claims and will adequately represent the interests of the Class and Plaintiff has no conflict of interest that will interfere with maintenance of this class action.

B. Rule 23(b) Criteria

47. **Predominance and Superiority**. A class action provides a fair and efficient method for the adjudication of this controversy for the following reasons:

- i The common questions of law and fact set forth herein predominate over any questions affecting only individual Class members. The statutory claims under the MLA require a simple identification of those consumers who are Covered Borrowers under the statute, and an act in violation of the MLA.
- ii Moreover, Plaintiff can identify members of each class once Defendant provides a list of all Covered Borrowers with standard form Loan Agreements where OneMain's interest exceeds the statutory rate cap of 36%, OneMain did not provide MLA disclosures, where OneMain refinanced the loan using other consumer credit that it had extended to the Covered Borrower, where OneMain requires the Covered Borrower to

waive their right to a jury trial or to participate in a class action, where OneMain's agreements contains a binding arbitration clause, and where OneMain required a Covered Borrower to identify their bank account as a security interest;

- iii OneMain's standard form Agreements that show an interest rate that exceeds 36% MAPR would easily identify the Class;
- iv OneMain's standard form Agreements that fail to include MLA disclosures would easily identify the Class;
- v OneMain's standard form Agreements that show OneMain used other consumer credit that it had extended to the same Covered Borrower to refinance or roll-over into a new loan would easily identify the Class;
- vi OneMain's standard form Agreements that contain clauses banning a Covered Borrower from participating in a Class Action or Jury Trial would easily identify the Class;
- vii OneMain's standard form Agreements that contain an Arbitration clause would easily identify the Class;
- viii OneMain's standard form Agreements that require the Covered Borrower's bank account as a security interest as a condition of a loan would easily identify the Class;
- ix Plaintiff can identify members of the Class once he receives a list of all Covered Borrowers and their related loan Agreements;
- x There are no unusual legal or factual issues that would create manageability problems;

- xi Prosecution of thousands of separate actions by individual members of the Class would create a risk of inconsistent and varying adjudications against Defendant and could create incompatible standards of conduct;
- xii Adjudications with respect to individual members of the Class could, as a practical matter, be dispositive of any interest of other members not parties to such adjudications, or substantially impair their ability to protect their interests; and
- xiii The claims of the individual Class members are small in relation to the expenses of litigation, making a Class action the only procedural method of redress in which Class members can, as a practical matter, recover.

48. Defendant has acted and refused to act on grounds generally applicable to the Class, thereby making declaratory relief and corresponding final injunctive relief under Rule 23(b)(2) appropriate with respect to the Class as a whole. Defendant should be enjoined from making loans to Covered Borrowers in violation of the MLA and a declaration should be made that the loans are void from inception.

COUNT I
Violation of the Military Lending Act
10 U.S.C. § 987, *et seq.*
(The Class)

49. Plaintiff repeats and re-alleges the allegations set forth in paragraphs 1-48, as if set forth fully herein.

50. Plaintiff was a “covered borrower” and “covered member” as those terms are defined pursuant to 32 C.F.R. § 232.3(g)(1) and (g)(3), 10 U.S.C. § 1072(2)(A).

51. OneMain was a “creditor” which extended “consumer credit” to Plaintiff as those terms are defined in 32 C.F.R. §232.3(h) and (i).

52. Defendant violates the MLA in at least six (6) separate ways: (1) charging interest above the 36% statutory rate cap for the Military Annual Percentage Rate; (2) failing to provide any required MLA Disclosures; (3) including a Class Action Ban and Waiver of Jury Trial which is prohibited by the MLA; (4) including a mandatory binding arbitration clause which is prohibited by the MLA; (5) extending credit and servicing loans where the Covered Borrower’s bank account is used as security for the loan; and (6) rolling over loans to a Covered Borrower using the proceeds of other credit extended by the same creditor. See, 10 U.S.C. § 987(b),(c),(e)(1)(2)(5)(6).

A. Interest Rate Cap Violations

53. Military annual percentage rate or MAPR is the cost of the consumer credit expressed as an annual rate, and shall be calculated in accordance with § 232.4(c).

54. Moreover, Computing the MAPR in closed-end credit shall be calculated following the rules for calculating and disclosing the “Annual Percentage Rate (APR)” for credit transactions under Regulation Z based on the charges set forth in paragraph (c)(1) of 32 C.F.R. 232.4.

55. To calculate MAPR, a creditor must start with the APR calculation and include: (1) any amount financed, finance charges, and processing fees associated with the application of a loan; and (2) any fee for a credit-related ancillary product sold in connection with the credit transaction for closed-end credit. 32 C.F.R. Section 232.4(c). OneMain did not include its application processing fee in its MAPR calculation on Plaintiff’s loans.

56. OneMain calculated Plaintiff’s Annual Percentage Rate at 35.99% and failed to include all costs of credit. Exhibit 1. However, when the loan information in Exhibit 1 is entered

into an MAPR calculator to include all costs of credit, application processing fees, and finance charges, Plaintiff's actual MAPR is 37.372%:¹³

Calculate View Report

Calculated MAPR of 37.372% exceeds allowable maximum of 36%, adjust fees to reduce the calculated MAPR.

*indi

Loan information:

Amount financed:* \$0 \$100k \$1m

MAPR prepaid finance charge:* \$0 \$100k \$1m

Loan APR:

Prepaid interest: ?

Standard monthly payment: ? \$0 \$1k \$5k

Loan term: ? 0 120 240

Financing start date: ?

First payment date: ?

57. OneMain's Loan to Plaintiff violated the MLA and Plaintiff suffered actual damages by paying interest on a loan in excess of the MLA statutory rate cap of 36% MAPR.

58. Each payment that Plaintiff and the Class made to repay interest on OneMain's illegal loans constitutes a separate and independent violation of the MLA and for voiding the loan agreements of Plaintiff and the Class.

¹³ <https://www.cchwebsites.com/content/calculators/LoanMAPR.html> (March 28, 2024).

59. Accordingly, all of Defendant's Agreements to Class Members that contain an MAPR that exceeds 36 percent are void, must be rescinded with restitution paid for all amounts paid by Plaintiff and Class Members to OneMain.

60. Upon information and belief, some or all of Plaintiff's other loans exceed 36 percent MAPR. All of Plaintiff's installment loans that exceed 36% are void from inception.

B. MLA Disclosure Violations

61. 10 U.S.C. § 987(c)(1)(A) and 32 C.F.R. § 232.6 makes mandatory the following disclosures in all extension of consumer credit to Covered Borrowers:

(a) Required information. With respect to any extension of consumer credit (including any consumer credit originated or extended through the internet) to a covered borrower, a creditor shall provide to the covered borrower the following information before or at the time the borrower becomes obligated on the transaction or establishes an account for the consumer credit:

(1) A statement of the MAPR applicable to the extension of consumer credit;

(2) Any disclosure required by Regulation Z, which shall be provided only in accordance with the requirements of Regulation Z that apply to that disclosure; and

(3) A clear description of the payment obligation of the covered borrower, as applicable. A payment schedule (in the case of closed-end credit) or account-opening disclosure (in the case of open-end credit) provided pursuant to paragraph (a)(2) of this section satisfies this requirement.

....

(c) Statement of the MAPR—

(1) In general. A creditor may satisfy the requirement of paragraph (a)(1) of this section by describing the charges the creditor may impose, in accordance with this part and subject to the terms and conditions of the agreement, relating to the consumer credit to calculate the MAPR. Paragraph (a)(1) of this section shall not be construed as requiring a creditor to describe the MAPR as a numerical value or to describe the total dollar amount of all charges in the MAPR that apply to the extension of consumer credit.

(2) Method of providing a statement regarding the MAPR. A creditor may include a statement of the MAPR applicable to the consumer credit in the agreement with the covered borrower involving the consumer credit transaction. Paragraph (a)(1) of this section shall not be construed as requiring a creditor to include a statement of the MAPR applicable to an extension of consumer credit in any advertisement relating to the credit.

(3) Model statement. A statement substantially similar to the following statement may be used for the purpose of paragraph (a)(1) of this section: “Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).”

62. Plaintiff’s standard form Loan Agreement does not contain any “Statement of MAPR” either in the form of the charges necessary to calculate the MAPR or through the including of the MLA Model Statement. Ex. 1.

63. Upon information and belief, at the time of the extension of consumer credit, none of OneMain’s standard form Agreements to Plaintiff and the Class contained any “Statement of MAPR” either in the form of the charges necessary to calculate the MAPR or through the inclusion of the MLA Model Statement.

64. Within five (5) years of the original filing date of this case, OneMain violated the MLA and its implementing regulations by extending consumer credit without any MLA disclosures in violation of 10 U.S.C. § 987(c); 32 C.F.R. § 232.6(a) and (c).

65. OneMain’s standard form Agreements do not contain any MLA disclosures or statements as required by 32 C.F.R. § 232.6(c)(3).

66. At the time of the extension of consumer credit, OneMain never delivered written or oral MLA disclosures as required by 32 C.F.R. § 232.6(d)(1) and (2).

67. At the time of the extension of consumer credit, OneMain never delivered any MLA disclosures when it refinanced loans as required by 32 C.F.R. § 232.6(e).

68. At the time of the extension of consumer credit, in all of Plaintiff's and the Class Members' loans, OneMain's standard form Agreements failed to contain any MLA disclosures.

69. At the time of the extension of consumer credit, OneMain never delivered written or oral MLA disclosures to Plaintiff and the Class as required under the MLA.

70. As a result of OneMain's failure to provide mandatory MLA disclosures, OneMain violated the MLA and Plaintiff and Class Members suffered actual damages.

71. Accordingly, all of Defendant's Agreements that fail to contain MLA disclosures are void, must be rescinded with restitution paid for all amounts paid by Plaintiff and Class Members to OneMain.

C. Class Action Ban and Waiver of Jury Trial Violations

72. 10 U.S.C. § 987(e)(2) of the MLA prohibits creditors from requiring Covered Borrowers to "waive the borrower's rights to legal recourse under any otherwise applicable provision of State or Federal law."

73. Plaintiff's standard form Loan Agreement includes a class action waiver provision which specifically required Plaintiff and all Class Members to agree:

G. LIMITATION OF PROCEEDINGS. Lender and I further agree that the arbitrator will be restricted to resolving only the claims, disputes, or controversies between lender and me and the other parties covered by this particular Agreement (and not by similar agreements) Arbitration is not available and shall not be conducted on a class-wide basis or consolidated with other claims or demand of other persons I agree not to participate in a representative capacity or as a member of any class of claimants pertaining to any Covered Claim. To the extent that this class action waiver provision is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The determination of the validity of the enforceability of this class action waiver is to be made by the court and not the arbitrator.

Ex. 1.

74. Additionally, Plaintiff's standard form Loan Agreement includes a section titled "Arbitration Agreement and Waiver of Jury Trial." Ex. 1. Defendant's jury trial waiver provision specifically required Plaintiff to agree:

UNDER THIS AGREEMENT, BOTH LENDER AND I ARE VOLUNTARILY WAIVING ANY RIGHT TO A JURY TRIAL OR JUDGE TRIAL OF ALL CLAIMS AND DISPUTES COVERED BY THIS ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL ("this Arbitration Agreement") TO THE FULLEST EXTENT PERMITTED BY LAW.

Ex. 1.

75. Upon information and belief, at the time of the extension of consumer credit, all of OneMain's standard form Agreements required Class Members to waive their rights to participate or bring a class action or waive their rights to a jury trial.

76. The right to participate in a class action and jury trial stem from the Rules of Civil Procedure under both State and Federal law, including the right to bring this class action under the MLA.

77. As a result of unlawfully requiring Covered Borrowers to waive their rights to file or participate in any class action lawsuit or jury trial in violation of 10 U.S.C. § 987(e)(2) of the MLA, the Defendant's Agreements issued to Plaintiff and the Class are "void from inception" pursuant to 10 U.S.C. § 987(f)(3) and 32 C.F.R. § 232.9(c).

78. Accordingly, all of Defendant's Agreements that contain a Class Action Waiver and/or Jury Trial Waiver are void, must be rescinded with restitution paid for all amounts paid by Plaintiff and Class Members to OneMain.

D. Mandatory Binding Arbitration Clause Violations

79. 10 U.S.C. § 987(e)(3) of the MLA prohibits creditors like OneMain from requiring Covered Borrowers to submit to mandatory arbitration.

80. OneMain's standard form Agreements include a binding mandatory arbitration clause with no exceptions for Covered Borrowers under the MLA, including all loans entered into with Plaintiff.

81. Plaintiff's standard form Loan Agreement with OneMain includes section "C" titled "ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL" and the arbitration provision, in part, states:

BY SIGNING BELOW, I SIGNIFY THAT I HAVE READ, UNDERSTOOD, AND AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE ARBITRATION AGREEMENT THAT PROVIDES, AMONG OTHER THINGS, THAT EITHER LENDER OR I MAY REQUIRE THAT CERTAIN DISPUTES BETWEEN US BE SUBMITTED TO BINDING ARBITRATION. IF LENDER OR I ELECT TO USE ARBITRATION, WE AGREE THAT WE WILL HAVE THEREBY WAIVED OUR RIGHTS TO TRIAL BY JURY OR JUDGE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. THAT THE DISPUTE WILL BE DECIDED BY AN ARBITRATOR, AND THAT THE DECISION OF THE ARBITRATOR WILL BE FINAL. ARBITRATION WILL BE CONDUCTED PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, EXCEPT AS OTHERWISE PROVIDED IN THE ARBITRATION AGREEMENT.

Ex. 1.

82. The Loan Agreement between OneMain and Plaintiff totals six pages, and OneMain's mandatory arbitration provision appears on four of those six pages.

83. As a result of unlawfully requiring Covered Borrowers to enter into loan agreements containing mandatory arbitration provisions in violation of 10 U.S.C. § 987(e)(3) of the MLA, the loan agreements of Plaintiff and all Class Members are "void from inception" pursuant to 10 U.S.C. § 987(f)(3) and 32 C.F.R. § 232.9(c), and must be rescinded with restitution paid for all amounts paid by Plaintiff and Class Members to OneMain.

E. Refinance Loan Violations

84. Plaintiff's Loan constitutes a refinance loan or roll-over loan in that it uses proceeds of other consumer credit extended by OneMain to Plaintiff. OneMain rolled over, renewed, repaid, refinanced, or consolidated Plaintiff's Loan in violation of 10 U.S.C. § 987(e)(1).

85. Each time that OneMain rolled over, renewed, repaid, refinanced, or consolidated Plaintiff's loans constitutes a separate and independent violation of 10 U.S.C. § 987(e)(1).

86. Plaintiff's standard form Loan Agreement issued by OneMain unlawfully permitted him to roll-over, renew, repay, refinance, or consolidate his OneMain loans using proceeds from other credit extended by OneMain.

87. Accordingly, all of Defendant's Agreements issued to Plaintiff and the Class where it refinanced or rolled over a loan using proceeds of other consumer credit that it extended to the same Covered Borrower are void and must be rescinded with restitution paid for all amounts paid by Plaintiff and Class Members to OneMain.

F. Security Interest Violations

88. As a condition of its Loan, OneMain required Plaintiff to identify his bank account as a security interest in violation of 10 U.S.C. § 987(e)(5).

89. Accordingly, all of Defendant's Agreements that required Plaintiff and the Class to identify their bank account as a security interest as a condition of a loan are void, must be rescinded with restitution paid for all amounts paid by Plaintiff and Class Members to OneMain.

90. The MLA's "Penalties and remedies" subsection provides, in part, that "any credit agreement, promissory note, or other contract prohibited under this section is void from the inception of such contract." 10 U.S.C. §987(f)(3).

91. Accordingly, all Class members' standard form Agreements that contain one or more of the six (6) violations mentioned herein are void and must be rescinded with restitution for all amounts paid by Plaintiff and Class Members to OneMain.

92. Each and every payment made by Plaintiff and Class members on the void loan Agreements constitutes a separate and independent violation of the MLA.

93. As a direct and proximate cause of OneMain's violations, Plaintiff and the Class are entitled to actual damages of not less than \$500 for each separate violation, as well as punitive damages and declaratory relief pursuant to 10 U.S.C. § 987(f)(5)(A).

94. Plaintiff and the Class are entitled to attorneys' fees and costs pursuant to 10 U.S.C. § 987(f)(5)(B).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that the Court enter an Order:

A. Certifying this action as a class action as provided by Rule 23 of the Federal Rules of Civil Procedure, appointing Plaintiff as Class Representative, and appointing undersigned attorneys and their firms as Class Counsel;

B. Declaring that Defendant violated the MLA, and adjudging that Plaintiff and Class Members' standard form Agreements are void and determining appropriate relief in the form of rescission and restitution.

C. Adjudging that Defendant violated the MLA and award Plaintiff and Class members actual damages of not less than \$500 for each separate and independent violation pursuant to 10 U.S.C. § 987(f)(5)(A)(i);

D. Adjudging that Defendant violated the MLA and award Plaintiff and Class Members punitive damages pursuant to 10 U.S.C. § 987(f)(5)(A)(ii);

E. Awarding Plaintiff, and all those similarly situated, reasonable attorneys' fees and costs incurred in this action pursuant to 10 U.S.C. § 987(f)(5)(B);

F. Enjoin the Defendant from further financing to Covered Borrowers where it refinances loans using proceeds of other credit that it offered to consumers;

G. Awarding Plaintiff, and all those similarly situated, any pre-judgment and post-judgment interest as may be allowed under the law; and

H. Awarding such other and further relief as the Court may deem just and proper.

JURY TRIAL DEMAND

Plaintiff demands a jury trial on all issues so triable.

Dated: April 2, 2024

Respectfully submitted,

**CONSUMER LITIGATION
ASSOCIATES, P.C.**

By: /s/ Drew D. Sarrett

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***Attorneys for Plaintiff and on behalf of all
others similarly situated***

EXHIBIT 1

LOAN AGREEMENT AND DISCLOSURE STATEMENT

OneMain Financial.

DATE 02/06/20	ACCOUNT NUMBER [REDACTED] 461	TYPE OF LOAN (Alpha) E 00	DATE FINANCE CHARGE BEGINS TO ACCRUE 02/06/20
LENDER/SECURED PARTY NAME AND ADDRESS ("Lender")		BORROWER(S) NAME AND ADDRESS ("I", "We")	
ONEMAIN FINANCIAL GROUP, LLC COLLEKUM CORNER 2109 CUNNINGHAM DR HAMPTON, VA 23666-2569		MIGUEL RAMIREZ JR [REDACTED] HAMPTON, VA 23664	

I have carefully read this entire Loan Agreement And Disclosure Statement and all related documents which include the Optional Products Disclosure Summary, Truth In Lending Insurance Disclosure and, if applicable, Personal Property Appraisal Form and GAP Waiver Addendum, all of which collectively constitute the "Agreement." This Loan Agreement and Disclosure Statement is divided into four sections: **A. Truth In Lending Disclosures; B. Loan Terms And Conditions; C. Arbitration Agreement And Waiver Of Jury Trial and D. Entire Agreement/Notices/Signature.** If I had any questions, I asked them before I signed these documents. By signing, I indicate my agreement to the statements, promises, terms, and conditions contained in the Agreement.

A. TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid after I have made all payments as scheduled.
35.99%	\$ 4226.56	\$ 4700.00	\$ 8926.56

My Payment Schedule will be: Number of Payments 48 Amount of Payments \$ 105.97 When Payments Are Due monthly beginning 03/06/20

LATE CHARGE: If any payment is not paid in full within 7 days after its due date, I will be charged 5.00 % of the entire amount of the payment, but not more than \$N/A or less than \$N/A.

If any payment is not paid in full within ___ days after its due date, I will be charged \$___ if the entire scheduled payment exceeds \$___ or \$___ if the entire scheduled payment is \$___ or less.

PREPAYMENT: If I pay off early: I may I will not have to pay a penalty for prepaying all or part of a loan's principal balance. I may I will not get a refund or credit of part of the finance charge for a prepayment in full. I will not receive a refund or credit for a partial prepayment.

SECURITY: I am giving Lender a security interest in: Unsecured Motor Vehicles Other Collateral

Year	Make	Model	Vehicle Identification No.

See the remainder of this Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties, if any.

ITEMIZATION OF AMOUNT FINANCED

Amounts paid to others on my behalf		
1. \$NONE		Paid To
2. \$NONE		Paid To
3. \$NONE		Paid To
4. \$NONE		Paid To
5. \$NONE		Paid To
6. \$NONE		Paid To
7. \$NONE		Paid To
8. \$NONE		Paid To
9. \$NONE		Paid To
10. \$NONE		Paid To
11. \$	Paid To	
12. \$	Paid To	
13. \$	Paid To	
14. \$	Paid To	
15. \$	Paid To	
16. \$	Paid To	
17. \$	Paid To	
18. \$	Paid To	
19. \$	Paid To	
20. \$	Paid To	
21. \$ 2768.83	Amount Paid on Prior Account with Lender	
Amounts Paid to me		
22. \$ 1731.17	Paid To MIGUEL RAMIREZ JR	
23. \$	Paid To	
24. \$	Paid To	
25. \$	Paid To	
26. \$	Paid To	
27. \$	Paid To	
\$ 4700.00	Amount Financed (Sum of lines 1 - 27)	
\$ 36.56	Prepaid Finance Charges (itemized below)	

PREPAID FINANCE CHARGES

1. \$ 96.56	Processing Fee	Paid To LENDER
2. \$NONE		Paid To
3. \$NONE		Paid To
4. \$NONE		Paid To
5. \$NONE		Paid To
6. \$NONE		Paid To
7. \$NONE		Paid To
8. \$NONE		Paid To

THIS AGREEMENT IS SUBJECT TO THE FEDERAL ARBITRATION ACT.

By signing below, I acknowledge receipt of a copy of this Federal Disclosure Statement.

Borrower

Co-Borrower

SEE ADDITIONAL PAGES FOR IMPORTANT INFORMATION



UXAAA1 (11-24-18) C.E. Agreement

B. LOAN TERMS AND CONDITIONS

DATE OF LOAN. 02/06/20 (the date the Finance Charge is scheduled to begin to accrue).

CONTRACT RATE. 34.67% per year, which is the agreed interest rate.

PROMISE TO PAY. For value received, I promise to pay to the order of the Lender all amounts due under this Agreement in accordance with the Payment Schedule set forth in the TRUTH IN LENDING DISCLOSURES, and with all other terms of this Agreement, at Lender's address set forth in this Agreement, unless otherwise notified, until paid in full.

SECURITY INTEREST. To secure all amounts due or which become due under this Agreement and my performance of all other terms of this Agreement, I hereby grant Lender a security interest under the Uniform Commercial Code or other applicable law in: (a) the property identified in the "Security" disclosure of the TRUTH IN LENDING DISCLOSURES, including a purchase money security interest if property is being purchased with the proceeds hereof, (b) any substitutions or replacements of that property, and (c) the proceeds and products of that property (a), (b), and (c) collectively referred to as the "Collateral"). I also hereby grant Lender a security interest in any unearned premiums from any credit insurance I have elected and purchased through Lender in connection with this transaction and any Required Insurance which protects the Collateral. Lender's security interest shall remain in effect, and subject to any modifications, renewals, extensions, and future advances thereof, until I have paid in full all amounts due under this Agreement. Notwithstanding any other provision of this Agreement, Lender is not granted, and will not have, a non-purchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law. I authorize Lender to sign and file financing statements covering the Collateral without my signature. I authorize Lender to file a copy of this Agreement as a financing statement when appropriate.

JOINT BORROWERS. If more than one Borrower is named above, all Borrowers agree that we are jointly and severally liable and that Lender may enforce this Agreement against all or any of us, but not in a combined amount exceeding the amount due.

Each of us under this Agreement, if more than one, agrees that Lender may obtain approval from one Borrower to change the repayment terms and release any Collateral securing the loan, or add parties to or release parties from this agreement, without notice to any other Borrower and without releasing any other Borrower from his responsibilities. Except as otherwise required by law, Lender does not have to notify Borrower before instituting suit against another Borrower if the note is not paid, and Lender can sue any or all Borrowers upon the default by any Borrower.

CO-MAKERS (also referred to as CO-SIGNER(S)). If I am signing this Agreement as a Co-Maker, I understand that I am equally responsible with the Borrower(s). I agree that Lender may pursue me or any Co-Maker if this Agreement is in default. Unless required by law, Lender will not notify me if: (a) this loan is in default; (b) Lender agrees to accept different payment terms; (c) Lender releases any security interest; or (d) Lender releases any Borrower(s) or Co-Maker(s).

AUTHORIZATION TO USE CREDIT REPORT. By signing this Agreement, I authorize Lender to obtain, review and use information contained in my credit report in order to determine whether I may qualify for other products and services marketed by Lender. This authorization terminates when my outstanding balance due under this Agreement is paid in full. I may cancel such authorization at any time by writing the following: OneMain, P.O. Box 70911, Charlotte, NC 28272-0911. In order to process my request, Lender must be provided my full name, address, and account number.

VOLUNTARY CREDIT INSURANCE. As used in this Agreement, the term "credit insurance" includes credit life insurance, credit disability insurance, credit involuntary unemployment insurance, and credit property insurance. An affiliate of the Lender may provide the credit insurance that I voluntarily select. I acknowledge that Lender and/or its affiliates may profit from my purchase of voluntary credit insurance.

REQUIRED INSURANCE. I am required to maintain insurance in types, amounts, terms and deductible levels acceptable to Lender ("Required Insurance"). The Required Insurance must keep the Collateral insured against hazards for which Lender requires insurance. Such coverage includes, but is not limited to, loss by theft, vandalism, collision, fire, and any other risks of loss that would either impair Lender's interest in the Collateral or adversely affect the value of the Collateral. I have the option of providing the Required Insurance through an existing policy of insurance owned or controlled by me, or through a policy obtained and paid for by me. I may purchase this Required Insurance through any insurer, insurance agent, or broker of my choice that is acceptable to Lender. Lender may not decline to accept any insurance provided by me unless it is for reasonable cause. Examples of reasonable cause include, but are not limited to, the financial condition of the insurer and the amount or type of coverage chosen. My choice of insurer will not otherwise affect Lender's credit decision or my credit terms. The types, amounts, and deductible levels that Lender requires under this Agreement may change during the term of the Agreement. Required Insurance must: (a) include a lender's loss payable provision, (b) name Lender, its successors and/or assigns, as loss payee, (c) provide that such insurance will not be canceled or modified without at least fifteen (15) days prior written notice to the loss payee, and (d) not include any disclaimer of the insurer's liability for failure to give such notice. I shall promptly give to Lender satisfactory proof (in Lender's reasonable estimation) of all Required Insurance and all receipts of paid premiums and renewal notices.

I agree to keep my Required Insurance in force until all amounts that I owe Lender under this Agreement or the security instrument are paid in full, my account is terminated, and Lender releases or discharges its security interest. In case of damage to or loss of the Collateral, I agree to give prompt notice to Lender and the insurance carrier. If I fail to promptly notify or make proof of loss to the insurance carrier, Lender may (but is not required to) do so on my behalf. If I do not keep Required Insurance under this Agreement in force at all times Lender may, but is not required to, in Lender's sole discretion, and at my expense, obtain insurance coverage to protect Lender's interest in the Collateral. I understand and agree that:

- A. Lender is under no obligation to obtain any particular type or amount of coverage.
- B. Lender-obtained insurance may, but need not, protect my interests.
- C. Lender-obtained insurance may, but need not, pay any claim I make.
- D. the cost of Lender-obtained insurance may be much more than the cost of insurance I could have obtained on my own.
- E. any amounts disbursed by Lender under this Section to obtain insurance shall become additional debt of mine under this Agreement, secured by this Agreement or the Security Instrument. This additional debt will bear interest at the Contract Rate from the date of placement and will be payable, with such interest, upon notice from Lender to me requesting payment.
- F. I am hereby authorizing Lender to release to, or obtain from, third parties any information necessary to monitor the status of Required Insurance.
- G. Lender-obtained insurance may be purchased from an affiliate of Lender.
- H. Lender, or its affiliate, may earn a profit by obtaining this insurance, to the extent permitted by applicable law.
- I. Lender may, at any time and at its sole option, cancel Lender-obtained insurance.
- J. Lender has a security interest in any unearned premiums from such insurance;
 - 1. I am hereby absolutely assigning to Lender any rights I may have to unearned Lender-obtained insurance premiums; and
 - 2. I am hereby authorizing and appointing Lender to be my attorney-in-fact for the purpose of cancelling the Lender-obtained insurance and applying the unearned premiums to reduce the account balance upon cancellation of said insurance.

ASSIGNMENT OF UNEARNED INSURANCE PREMIUMS AND POLICY PROCEEDS. Where allowed by law, I hereby absolutely assign to Lender my rights to any Required Insurance proceeds, and any unearned Required Insurance or credit insurance premium refunds, and any other rights under policies covering the Collateral up to, but not in excess of the Total Balance due under this Agreement or security instrument. I agree that Lender may use any insurance proceeds, and any unearned Required Insurance or credit insurance premium refunds, to reduce the amounts that I owe under this Agreement or the security instrument, whether or not they are due. I authorize Lender to adjust my losses and sign my name to any check, draft, or other papers necessary to obtain such insurance payments. If insurance proceeds or unearned premium refunds paid to Lender do not satisfy all amounts that I owe Lender under this Agreement or the security instrument, I remain responsible for payment of the balance of any amounts due under this Agreement and the security instrument.

CORRECTION; RELEASE. During the term of this Agreement, I agree to cooperate with Lender to: (a) correct any clerical errors that were made in connection with loan documents; (b) obtain the correct amounts due to others; and (c) release, or cause to be released, all liens upon payment in full.

SEE ADDITIONAL PAGES FOR IMPORTANT INFORMATION



UXAB61 (12-08-19) C.E. Agreement

CANCELLATION. Prior to the distribution of loan proceeds, Lender may withdraw its approval of or commitment to make this loan if Lender reasonably believes that: (a) there are material omissions or misrepresentations in connection with my credit application; (b) there is a material, adverse change in my creditworthiness; (c) there are additional liens on the right, title, or interest of any Collateral to be used for this loan, or (d) a sale or transfer of any right, title or interest in any Collateral to be used for this loan has or will occur that is not agreed to by Lender.

SEVERABILITY. Other than the class action waiver described in subsection G of section C. ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL, the fact that any provision of this Agreement may prove invalid or unenforceable under any law, rule, or regulation of any federal, state, or local court or governmental entity shall not affect the validity or enforceability of the remaining provisions of this Agreement.

NO ASSUMPTION. This Agreement shall not be eligible for assumption by any third party without the express written consent of Lender.

DEFAULT. Except as prohibited by law or as limited by other provisions of this Agreement, Lender may consider you to be in default of this Agreement if any one or more of the following occurs:

- A. I fail to make any payment, including, but not limited to the Total Amount Due, under this Agreement within 30 days of the payment due date.
- B. I fail to do anything else I have agreed to do in this Agreement.
- C. Any statement or representation I made in my credit application is untrue or incorrect.
- D. I fail to provide Lender with proof of residence or Required Insurance within ten (10) business days after Lender's written request for this information.
- E. I die, become incompetent, generally fail to pay my debts as they become due, or become the subject of a voluntary or involuntary bankruptcy proceeding.
- F. Any judgment, levy, attachment, writ of garnishment, or other similar order is entered against me or the Collateral.
- G. Any police or governmental agency seizes or impounds the Collateral or starts forfeiture proceedings against the Collateral.
- H. I sell, lease or otherwise encumber or dispose of the Collateral without Lender's written permission.

(For Kansas residents only: Lender believes the foregoing events B through J would significantly impair the prospect of payment, performance, or realization of collateral. The burden of establishing the prospect of such significant impairment is on the Lender.)

GENERAL REMEDIES. If I am in default of this Agreement, Lender has, subject to any requirements of notice or right to cure or similar provisions, all of the remedies permitted by law and this Agreement, including:

- A. Lender may require me to pay Lender immediately, subject to any rebates required by law, the remaining unpaid balance of the Amount Financed, finance charges, and all other agreed charges. These amounts will accrue interest from the date I am required to pay Lender at the Contract Rate or lesser rate as required by applicable law, until paid in full.
- B. Lender may pay taxes, assessments, or other liens, or make repairs to the Collateral if I have not done so, but Lender is not required to do so. Upon payment by Lender, these amounts will be due immediately and will accrue finance charges at the Contract Rate from the date paid until repaid in full to Lender.
- C. Lender may require me to make the Collateral available to Lender at a place Lender designates that is reasonably convenient to Lender and me.
- D. Lender may immediately immobilize, disable, or take possession of the Collateral by legal process or self help, but in doing so Lender may not breach the peace or unlawfully enter onto my premises. Lender may then sell the Collateral and apply what Lender receives, as provided by law, to Lender's actual and reasonable expenses before all other amounts due hereunder.
- E. Except when prohibited by law, I am responsible for any deficiency if the proceeds from the sale of the Collateral do not cover what I owe Lender, and Lender may sue me for those additional amounts.
- F. Lender has the right, but not the obligation, to cancel or request termination of any voluntary credit insurance in the event of default and I hereby appoint Lender as my attorney-in-fact to cancel any such insurance in the event of default, subject to any applicable restrictions under state law. Return of any unearned premium as a result of such request for termination or cancellation will be credited to my loan account.
- G. Lender may accept late payments or partial payments even though marked "Payment in Full" (or similar language) without losing any of its rights under this Agreement, to the extent permitted by law.

By choosing any one or more of these remedies, Lender does not waive its right later to elect another remedy. By deciding not to use any remedy, Lender does not give up its right to consider it an event of default if it happens again. Lender's rights hereunder are cumulative, not exclusive.

I agree that, if any notice is required to be given to me of an intended sale or transfer of the Collateral, notice is reasonable if mailed to my last known address, as reflected in Lender's records, at least ten (10) days before the date of the intended sale or transfer, or such other period of time as is required by law.

I agree that, subject to my right to recover such property, Lender may take possession of personal property left in or on the Collateral taken into possession as provided above.

DELAY IN ENFORCEMENT. Lender may delay enforcing any of its rights under this Agreement without losing them.

NOTICES. If required by law, Lender will provide me with notices under this Agreement which, if mailed, shall be sent to my last known address as reflected in Lender's records, including, but not limited to, notices of default, right to cure, and purchase of Required Insurance.

WAIVER. Unless law or this Agreement provide otherwise, I hereby waive presentment, notice and protest, and all other demands and notices in connection with the delivery, acceptance, performance, default or endorsement of this Agreement and all suretyship defenses generally to the extent permitted by applicable law.

SAVINGS CLAUSE. All agreements between me and Lender are expressly limited so that any interest, finance charges, loan charges, or other fees collected or to be collected from me or any person executing this Agreement shall not exceed, in the aggregate, the highest amount allowed by applicable law. If a law that applies to this Agreement and my loan is finally interpreted so that the interest, finance charges, loan charges, or other fees collected, or to be collected, in connection with this loan exceed the permitted limits, then: (a) any such interest, finance charges, loan charges, or other fees shall be reduced to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded. Lender may choose to make this refund by reducing the remaining unpaid balance that I owe under this Agreement or making a direct payment to me. To the extent permitted by law, my acceptance of any such refund shall constitute a waiver of any right of action I might have arising out of such overcharge.

The following notice applies if the proceeds of this loan will be applied in whole or substantial part to a purchase of goods or services from a seller who either refers consumers to the Lender or who is affiliated with the Lender by common control, contract, or business arrangement. **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 WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

SEE ADDITIONAL PAGES FOR IMPORTANT INFORMATION



UXAC81 (12-08-19) C.E. Agreement

Page 3

Initials N/A N/A
(Initials required for physical form)

Account Number 4461

INTEREST BEARING LOAN. I agree to pay to the order of Lender, Principal, plus interest ("finance charges") on the daily unpaid Principal balance computed at the Contract Rate, in the Payment amounts shown in the TRUTH IN LENDING DISCLOSURES on page 1 hereof, plus all other fees, charges, and other amounts due under this Agreement, at Lender's address set forth in this Agreement, unless otherwise notified, until paid in full. All payments will be applied in the following order: (a) other charges provided for in this Agreement or otherwise allowed by law, and late charges; (b) interest accrued to the date the payment is received and applied by Lender; and (c) if there is any remainder of the payment, the unpaid Principal balance. Interest on my loan accrues daily on the unpaid Principal balance. If I pay early, more of my payment will be applied to the unpaid Principal balance. If I pay late or miss payments, more of my payment will be applied to interest. This will delay my Principal reduction and cost me more in interest. The Payment Schedule assumes that I will make each payment on the day it is due, therefore, my final payment will be adjusted as appropriate to reflect any variation in the actual dates my payments are received by the Lender. If any unpaid amounts remain due to Lender after my final scheduled payment due date, I agree to pay interest on these unpaid amounts, computed at the Contract Rate, until paid in full, to the extent permitted by applicable law.

PRINCIPAL. Principal is the total of the Amount Financed, plus any Prepaid Finance Charges, as disclosed herein, that I have financed.

PREPAYMENT. I may prepay all or any part of my loan at any time without penalty. The Prepaid Finance Charges are deemed by the parties to be fully earned on the Date of Loan and are not refundable, to the extent permitted by applicable law.

LATE CHARGE. I agree to pay any late charge described in the TRUTH IN LENDING DISCLOSURES herein.

DISHONORED CHECK CHARGE. If my check or other instrument given to Lender is returned unpaid because the drawer had no account or insufficient funds in the payor bank, I agree to pay a dishonored check charge of \$15.00.

PROCESSING FEE. I agree to pay any Processing Fee described or disclosed herein, which is fully earned on the Date of Loan.

PURCHASE MONEY SECURITY INTEREST. If this loan refinances or consolidates any debt secured by a purchase money security interest in Collateral, I agree that Lender shall retain its purchase money security interest in the Collateral until there remains no unpaid balance owing with respect to the Collateral. Lender and I agree that, with respect to retained purchase money security interests in consumer goods, future payments made shall be applied by Lender first to the unpaid balance of the purchase price of Collateral in the chronological order in which purchases were made. When payments equal or exceed the unpaid balance owing with respect to the purchase money Collateral, the Lender's security interest in the Collateral shall terminate.

DEFAULT COSTS. In the event Lender obtains a judgment against me, I agree to pay Lender's: (a) court costs; and (b) reasonable attorney's fees. I also agree to pay the Lender's costs to realize on any security interest, to the extent permitted by applicable law.

GOVERNING LAW. This agreement shall be governed by the laws of the Commonwealth of Virginia and Federal law.

COOPER

SEE ADDITIONAL PAGES FOR IMPORTANT INFORMATION



C. ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL

DESCRIPTION OF ARBITRATION. Arbitration is a method of resolving claims and disputes between parties without having to file a lawsuit in court. It is a process in which both sides present their case to a neutral third person—the arbitrator—instead of a judge or jury, to resolve the dispute. **UNDER THIS AGREEMENT, BOTH LENDER AND I ARE VOLUNTARILY WAIVING ANY RIGHT TO A JURY TRIAL OR JUDGE TRIAL OF ALL CLAIMS AND DISPUTES COVERED BY THIS ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL ("this Arbitration Agreement") TO THE FULLEST EXTENT PERMITTED BY LAW.**

CLAIMS AND DISPUTES COVERED. Except for those claims mentioned below under the heading "MATTERS NOT COVERED BY ARBITRATION," Lender and I agree that either party may elect to resolve all claims and disputes between us ("Covered Claims") by **BINDING ARBITRATION.** This includes, but is not limited to, all claims and disputes arising out of, in connection with, or relating to

This Agreement with Lender; any previous retail credit agreement ("Retail Contract") assigned to Lender and any previous loan from or assigned to Lender, whether any of the foregoing may be open-end or closed-end; all documents, promotions, advertising, actions, or omissions relating to this or any previous loan or Retail Contract made by or assigned to Lender; any insurance product, service contract, membership plan or warranty purchased in connection with this or any previous loan or Retail Contract made by or assigned to Lender; any product or service offered to Lender's customers with any assistance or involvement by Lender; whether the claim or dispute must be arbitrated, the validity and enforceability of this Arbitration Agreement (except as expressly set forth in subsection G. below) and the Agreement, my understanding of them, or any defenses as to the validity and enforceability of this Arbitration Agreement and the Agreement, any negotiations between Lender and me, the closing, servicing, collecting, or enforcement of any transaction covered by this Arbitration Agreement; any allegation of fraud or misrepresentation, any claim based on or arising under any federal, state, or local law, statute, regulation, ordinance, or rule, any claim based on state or federal property laws, any claim based on the improper disclosure of any information protected under state or federal consumer privacy laws; any claim or dispute based on any alleged tort (wrong), including intentional torts; any claim for damages or attorneys' fees; and any claim for injunctive, declaratory, or equitable relief.

COVERED CLAIMS AGAINST THIRD PARTIES. This Arbitration Agreement also covers any claim or dispute between me and any of Lender's employees, officers, agents, or directors; any of its affiliate corporations; any entities which provided insurance in connection with this or any previous transactions between me and Lender; any third parties that assigned Retail Contracts or other agreements to Lender; any third party that provides me any product or service which I purchased with the assistance or involvement of Lender; and any of the employees, officers, agents, or directors of such affiliates or third parties. Affiliate corporations are Lender's parent corporations, subsidiary corporations, and sister corporations. Some of Lender's affiliates are OneMain Consumer Loan, Inc., iLoan, OneMain Home Equity, Inc., OneMain Financial Services, Inc., Merit Life Insurance Co., and Yosemite Insurance Company. In addition, if Lender becomes a party in any lawsuit that I have with any third party, whether through intervention by Lender or by motion made by me or any third party, all claims in that lawsuit between me and the third party will be subject to binding arbitration under this Arbitration Agreement, provided that the third party is required to agree to resolve such claims by arbitration.

MATTERS NOT COVERED BY ARBITRATION. I agree that Lender does not have to initiate arbitration before exercising lawful self-help remedies or judicial remedies of garnishment, repossession, replevin or foreclosure, but instead may proceed in court for those judicial remedies. I may assert in court any defenses I may have to Lender's claims in such a lawsuit, but any claim or counterclaim for rescission or damages I may have arising out of, relating to, or in connection with Lender's exercise of those remedies must be arbitrated. Instead of pursuing arbitration, either Lender or I also have the option to bring a lawsuit in court to seek to recover the monetary jurisdictional limit of a small claims or equivalent court in my state (including costs and attorneys' fees), provided that no relief other than such recovery is requested in such lawsuit (an "Excluded Damages Lawsuit"). If an Excluded Damages Lawsuit is filed, the other party cannot require that the claims in that lawsuit be arbitrated. An Excluded Damages Lawsuit can be brought to recover money for myself or Lender only, not for any class or group of persons having similar claims. If such an Excluded Damages Lawsuit is filed by me or Lender, and any party to that lawsuit files an amendment, counterclaim, cross-claim, or third-party claim seeking to recover more than my state's small claims or equivalent court's monetary jurisdictional limit, then that claim, counterclaim, cross-claim, or third-party claim must be arbitrated in accordance with the procedures set forth in this Arbitration Agreement. Neither I nor Lender shall be deemed to have waived any arbitration rights by the fact of having exercised any self-help or judicial remedies of garnishment, repossession, replevin or foreclosure or by having filed in court an Excluded Damages Lawsuit.

ARBITRATION RULES AND PROCEDURES.

A. ARBITRATION FORUM AND RULES. The arbitration will be conducted under the rules and procedures of the American Arbitration Association ("AAA") in effect at the time arbitration is started and under the rules set forth in this Arbitration Agreement. At my request, Lender will provide me a copy of the AAA Consumer Rules ("Rules"). I may also obtain a copy of those Rules by calling AAA at 1-800-778-7879 or by reviewing AAA's web-site at <http://www.adr.org/consumer>. In the event that AAA is either unable, unwilling, or deemed not appropriate by a court to resolve a Covered Claim, or I object to the AAA for good cause, then Lender and I agree to submit all disputes to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for proceedings conducted pursuant to JAMS' Comprehensive Arbitration Rules. If there is a conflict between the rules of the AAA (or JAMS) and this Arbitration Agreement, this Arbitration Agreement will govern. If both of the designated arbitration forums cannot or will not administer the arbitration and the Lender and I cannot reach an agreement on a substitute, it remains Lender's and my intent that Covered Claims be arbitrated and that a court appoint an arbitrator pursuant to 9 U.S.C. § 5. Any court-appointed arbitrator must be an actively-licensed attorney or retired judge who has been in good standing with the bar for at least ten years.

B. SELECTION OF ARBITRATOR. AAA (or JAMS) maintains lists of approved arbitrators. AAA (or JAMS) will provide Lender and me each a list of seven possible arbitrators. Lender and I will each have an opportunity to strike three persons from that list. I will make the first strike, and Lender and I will alternate in making strikes after that. After the last strike, the remaining person shall then serve as arbitrator.

C. STARTING ARBITRATION. If Lender or I elect to arbitrate a Covered Claim, the electing party must notify the other party in writing. This notice can be given after the beginning of a lawsuit and can be given by way of a motion or other papers filed in the lawsuit. Otherwise, my notice must be sent to Lender at the address shown for Lender in this Agreement, unless I have received notice of a new address for Lender. Except as described below, nothing in this Arbitration Agreement shall limit the arbitrator's ability to enforce any of my rights or impose any remedies available to me under any applicable consumer protection laws or regulations. To start an arbitration, Lender and I agree to follow the rules of the applicable arbitration forum.

D. COSTS OF ARBITRATION. The AAA (or JAMS) charges certain fees in connection with arbitration proceedings. Except in Texas, I may have to bear some of these fees; however, if I am not able to pay such fees or think they are too high, Lender will consider any reasonable request to bear the cost. Lender will also bear any costs Lender is required to bear by law or by the terms of any other agreement with me. To the extent permitted by law, each party will also pay for its own costs, including fees for attorneys, experts, and witnesses, unless otherwise provided by the terms of any other agreement between the parties.

E. CONDUCT OF PROCEEDINGS. The arbitrator shall be bound by the Federal Rules of Evidence; however, the federal or any state rules of procedure or discovery shall not bind the arbitrator. The arbitrator's findings, reasoning, decision and award shall be set forth in writing me. The arbitrator must abide by all applicable laws protecting the attorney-client privilege, the attorney work product doctrine, or any other applicable privileges.

F. ENFORCEMENT AND APPEAL OF DECISION. The decision and judgment of the arbitrator shall be final, binding and enforceable in any court having jurisdiction over the parties and the dispute; however, for Covered Claims resulting in an award of \$100,000 or more (including costs and attorneys' fees), any party may appeal the award, at its own cost, except as provided by law, to a three-arbitrator panel appointed by the AAA (or JAMS). That panel will reconsider from the start any aspect of the initial award that either party asserts was incorrectly decided. The decision of the panel shall be by majority vote and shall be final and binding, except as provided below. The arbitrator's (or panel's) findings, decision and award shall be subject to judicial review on the grounds set forth in 9 U.S.C. § 10, as well as applicable laws or rules.

G. LIMITATION OF PROCEEDINGS. Lender and I further agree that the arbitrator will be restricted to resolving only the claims, disputes or controversies between Lender and me and the other parties covered by this particular Agreement (and not by similar agreements). Arbitration is not available and shall not be conducted on a class-wide basis or consolidated with other claims or demands of other persons. I agree not to participate in a representative capacity or as a member of any class of claimants pertaining to any Covered Claim. To the extent that this class action waiver provision is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The determination of the validity of the enforceability of this class action waiver is to be made by the court and not the arbitrator.

SEE ADDITIONAL PAGES FOR IMPORTANT INFORMATION



UXAE51(12-08-19) C.E. Agreement

Initials N/A N/A
(Initials required for physical form)

Account Number 461

H. LIMITATION OF ARBITRATOR'S AUTHORITY. The arbitrator may award punitive damages only under circumstances where a court of competent jurisdiction could award such damages. In awarding any punitive damages, the arbitrator must abide by all applicable state and federal laws regarding the amount of such damages, and the arbitrator must state the precise amount of the punitive damages award. The arbitrator must also conduct a post-award review of any punitive damages, allowing the parties the same procedural rights and using the same standards and guidelines that would apply in a judicial proceeding in the state where the arbitration is conducted. The arbitrator may award injunctive relief that would benefit either Lender or me in connection with resolving a Covered Claim between Lender and me, but the arbitrator may not award injunctive relief for the benefit of other persons or groups of persons who are not named parties to the arbitration proceeding.

I. LOCATION OF THE ARBITRATION. The arbitration will take place in the county where I live unless Lender and I agree to another location. If Lender and I agree, all or a portion of the arbitration proceedings can be conducted by telephone conference.

J. FORUM SELECTION CLAUSE. If either Lender or I need to file a lawsuit to enforce this Arbitration Agreement or to pursue claims that either may or may not be arbitratable under this Arbitration Agreement, the exclusive venue for that suit will be a state court located in the county in which Lender's address set forth above is located or where I sign this Arbitration Agreement, or in the federal court covering that county, unless the governing law requires suit to be filed in another location.

K. ENFORCEMENT IN COURT. Nothing in this Arbitration Agreement shall prevent either Lender or me from enforcing all rights under this Arbitration Agreement if a Covered Claim is filed in court.

OTHER IMPORTANT AGREEMENTS. Lender and I agree

- A. This Arbitration Agreement does not affect any applicable statute of limitations or repose or any claims of privilege recognized at law in the jurisdiction that applies to the loan, the Agreement or any other agreement between Lender and me, which an arbitrator is bound to apply.
- B. The loan and insurance transactions between Lender and me and other applicable parties are transactions involving interstate commerce, using funds and other resources from outside the state.
- C. The Federal Arbitration Act applies to and governs this Arbitration Agreement. State arbitration laws and procedures shall not apply to this Arbitration Agreement.
- D. This Arbitration Agreement applies to and runs to the benefit of Lender's and my assigns, successors, executors, heirs, and/or representatives.
- E. If any term of this Arbitration Agreement, other than the class action waiver described in subsection G. above, is unenforceable, the remaining terms are severable and enforceable to the fullest extent permitted by law.
- F. This Arbitration Agreement supersedes any prior arbitration agreement that may exist between Lender and me and can only be modified in writing signed by the parties.
- G. This Arbitration Agreement applies even if my loan has been canceled, changed, modified, refinanced, paid in full, charged off, or discharged or modified in bankruptcy.

I AGREE TO READ THIS ARBITRATION AGREEMENT CAREFULLY, BECAUSE IT LIMITS CERTAIN OF MY RIGHTS, TO THE EXTENT PERMITTED BY LAW, INCLUDING MY RIGHTS TO BRING A COURT ACTION, TO HAVE A TRIAL BY JURY, AND TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ AND RECEIVED A COPY OF THIS ARBITRATION AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS. UXARB1 (07-15-12)

D. ENTIRE AGREEMENT/NOTICES/SIGNATURE

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with regard to the subject matter hereof, and no party hereto has relied upon any representations except such as are specifically set forth herein. This Agreement cannot be modified in any respect except by an amendment in writing signed by the parties. All notices under this Agreement shall be in writing and directed to the parties at the addresses shown at the beginning of this Agreement or to such other address as a party may specify by notice given in accordance with this paragraph.

BY SIGNING BELOW, I SIGNIFY THAT I HAVE READ, UNDERSTOOD, AND AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE ARBITRATION AGREEMENT THAT PROVIDES, AMONG OTHER THINGS, THAT EITHER LENDER OR I MAY REQUIRE THAT CERTAIN DISPUTES BETWEEN US BE SUBMITTED TO BINDING ARBITRATION. IF LENDER OR I ELECT TO USE ARBITRATION, WE AGREE THAT WE WILL HAVE THEREBY WAIVED OUR RIGHTS TO TRIAL BY JURY OR JUDGE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THAT THE DISPUTE WILL BE DECIDED BY AN ARBITRATOR, AND THAT THE DECISION OF THE ARBITRATOR WILL BE FINAL. ARBITRATION WILL BE CONDUCTED PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, EXCEPT AS OTHERWISE PROVIDED IN THE ARBITRATION AGREEMENT. UXARB2 (07-15-12)

I agree that, on or before the date on page 1 hereof ("the Date of Agreement"), I have received and read a fully completed, legible copy of all of the documents comprising this Agreement, and the Privacy Notice and agree to be bound thereby.

Consent to be Contacted by Telephone. I expressly consent and agree that Lender may contact me at any telephone number that I provide Lender now or in the future, including a number for a cellular phone or other wireless device and a number that I later convert to a cellular phone or other wireless device. I understand that this consent means that I agree to receive voice calls using automatic telephone dialing systems, prerecorded or artificial voice messages and text messages by or on behalf of Lender for transactional purposes, such as the collection and servicing of my loan account with Lender.

NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

N/A _____
 Witness

N/A _____
 Witness

_____ L.S.
 Co-Maker
 Print Name _____

_____ L.S.
 Borrower MIGUEL RAMIREZ JR

_____ L.S.
 Co-Borrower

_____ L.S.
 Co-Maker
 Print Name _____

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [OneMain Financial Facing Class Action Over Alleged Military Lending Act Violations](#)
