

Arbitration Agreement

CUSTOMER SHOULD READ THIS ARBITRATION AGREEMENT. IF CUSTOMER DOESN'T REJECT IT IN ACCORDANCE WITH PARAGRAPH (A) BELOW, IT WILL BECOME PART OF THIS CSO AGREEMENT AND HAVE A SUBSTANTIAL IMPACT ON THE WAY IN WHICH THE PARTIES TO THE CSO AGREEMENT RESOLVE ANY CLAIM WHICH THEY HAVE AGAINST EACH OTHER NOW OR IN THE FUTURE.

This Arbitration Agreement describes when and how a Claim (as defined below) arising under or related to this Credit Services Agreement (the "CSO Agreement") between myself and Triple "J" Title Loans may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. It can be a quicker and simpler way to resolve disputes. I agree that as solely used in this Arbitration Agreement, the terms Triple "J" Title Loans", "CSO," "you" or "your" means not only Triple "J" Title Loans" d/b/a Triple "J" Title Loans", but also its parent companies, wholly or majority-owned subsidiaries, affiliates, commonly-owned companies, management companies, successors, assigns and any of their shareholders, employees, officers and directors. For purposes of this Arbitration Agreement, these terms also mean any third party providing any goods and services in connection with the origination, servicing and collection of this CSO Agreement, or any prior credit services agreements executed by me, if such third party is named as a party by me in any lawsuit between myself and Triple "J" Title Loans. For the purposes of this Arbitration Agreement, the words "I," "me," "my," and "myself" means each and every customer who signs this CSO Agreement.

- a. **My Right to Reject:** If I don't want this Arbitration Agreement to apply, I agree that I may reject it by mailing Triple "J" Title Loans" a written rejection notice which contains all of the following:

The date and agreement number of this CSO Agreement.

The names, addresses and phone numbers of each Customer hereunder.

A statement that each Customer rejects the Arbitration Agreement of this CSO Agreement.

I understand that the rejection notice must be sent to Triple "J" Title Loans: Triple "J" Title Loans 123 Anystreet , Your City, Your State 84041. I understand that a rejection notice is only effective if it is signed by all customers and if Triple "J" Title Loans receives it within fifteen (15) days after the date of this CSO Agreement. I understand that if I reject this Arbitration Agreement that will not affect any other provision of this CSO Agreement or the status of this CSO Agreement. It will also not affect any prior arbitration agreement between Loans Your Way and myself which will remain in full force and effect. I understand that if I don't reject this Arbitration Agreement, it will be effective as of the date of this CSO Agreement."

- b. **What Claims Are Covered:** I understand that "Claim" means any claim, dispute or controversy between myself and Triple "J" Title Loans that in any way arises from or relates to this CSO Agreement. Claim has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). Subject to paragraph (F) below, it also includes disputes about the validity, enforceability, arbitrability or scope of this Arbitration Agreement or this CSO Agreement. For purposes of this Arbitration Agreement, "Claim" also means any claim, dispute or controversy between myself and Triple "J" Title Loans that in any way arises from or relates to any prior agreements between us. I understand that this Arbitration Agreement, if not rejected by me under paragraph (A) above, will super cede any prior arbitration agreement between me and Triple "J" Title Loans that would otherwise be applicable. I understand that Triple "J" Title Loans will not choose to arbitrate an individual Claim that I bring against it in small claims court or my state's equivalent court, if any, but if that Claim is transferred, removed or appealed to a different court, that Triple "J" Title Loans will then have the right to choose arbitration.
- c. **How Arbitration Is Started:** I agree that either I or Triple "J" Title Loans may require any Claim to be arbitrated. Arbitration is started by giving written notice to the other party of the intent to start or to compel arbitration. This notice may be given before or after a lawsuit has been started over the Claim or with respect to other Claims brought later in the lawsuit. The notice may be in the form of a motion or petition to compel arbitration. Arbitration of a Claim must comply with this Arbitration Agreement and, to the extent not inconsistent or in conflict with this Arbitration Agreement, the applicable rules of the arbitration Administrator.
- d. **Choosing the Administrator:** I agree that the party requiring arbitration must choose one of the following arbitration organizations as the Administrator: American Arbitration Association ("AAA"), 335 Madison Avenue, New York, NY 10017, (800) 778-7879(www.adr.org) or National Arbitration Forum ("NAF"), P.O. Box 50191, Minneapolis, MN 55405, (800) 474-2371 (forum.com). In all cases, the arbitrator(s) must be a lawyer with more than 10 years of experience. If for any reason the chosen organization is unable or unwilling or ceases to serve as the Administrator, the party requiring arbitration will have 20 days to choose a different Administrator consistent with the requirements of this Arbitration Agreement.

- e. **Court and Jury Trials and Class Actions Prohibited and Other Limitations on Legal Rights:**

I agree that if arbitration is chosen with respect to a Claim, all of the following apply:

- There will be no right to try that Claim in court.
- There will be no jury trial on that Claim.
- Limited discovery will be permitted pursuant to the arbitration rules of the Administrator and/or this Arbitration Agreement.
- I and Triple "J" Title Loans are prohibited from participating in a class action in court or class-wide arbitration with respect to that Claim (the "Class Action Waiver"). This means that neither I nor Loans Your Way can be a representative or member of any class of claimants or act as a private attorney general in court or in arbitration with respect to that Claim. This also means that the arbitrator has no power or authority to conduct any class-wide arbitration.
- Claims brought by or against one Customer may not be joined or consolidated in the arbitration with Claims brought by or against any other customers who entered into a separate credit services agreement with Triple "J" Title Loans (the "Consolidation Waiver"). This also means that the arbitrator has no power or authority to conduct any consolidated arbitration.
- Except as allowed by this Arbitration Agreement and the Federal Arbitration Act, the arbitrator's decision will be final and binding.
- Other rights that I or Triple "J" Title Loans would have in court may also not be available in arbitration.

Initials _____

Borrower(s): Shirley R Martin

- f. Effect of Class Action and Consolidation Waivers: I agree that regardless of anything else in this Arbitration Agreement, the validity and effect of the Class Action Waiver and/or Consolidation Waiver must be determined only by a court and not by an arbitrator or by any policies or procedures of the Administrator. If a court limits or voids the Class Action Waiver and/or Consolidation Waiver in a proceeding involving me and Triple "J" Title Loans, then this entire Arbitration Agreement (except for this sentence) shall be null and void. Nothing in this paragraph (F) shall affect the right of any party to appeal any invalidation or no enforcement of the Class Action Waiver and/or Consolidation Waiver.
- g. Location of Arbitration: Any arbitration hearing that I attend must take place at a location reasonably convenient to my residence.
- h. Cost of Arbitration: I understand that each Administrator charges fees to administer arbitration proceeding and the arbitrator also charges fees. This includes fees not charged by a court. I agree that if either I or Triple "J" Title Loans requires a Claim to be arbitrated, I may tell Loans Your Way in writing that I can't afford to pay the fees charged by the Administrator and the arbitrator or that I believe those fees are too high. I understand that if my request is reasonable and in good faith, Triple "J" Title Loans will pay or reimburse me for all or any part of the fees charged to me by the Administrator and/or arbitrator to the extent such fees exceed filing fees that I would be required to pay if the Claim had been brought in court. I understand that Triple "J" Title Loans will always pay the fees if applicable law requires them to or if a court requires such payment in order for this Arbitration Agreement to be enforced. Triple "J" Title Loans will not ask me to pay or reimburse them for any fees Triple "J" Title Loans pays the Administrator or arbitrator. Each party must pay the expense of that party's attorneys, experts and witnesses, regardless of which party prevails in the arbitration, unless applicable law, this Arbitration Agreement and/or the CSO Agreement gives a party the right to recover any of those fees from the other party.
- i. Governing Law: This Arbitration Agreement is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (the "FAA"), and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply if the action were pending in court (including, without limitation, punitive damages, which shall be governed by the Constitutional standards employed by the courts). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.
- j. Right to Discovery: In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the Administrator. The Arbitrator shall have discretion to grant or deny that request.
- k. Arbitration Result and Right of Appeal: Judgment upon the award given by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$100,000 or the arbitration award grants or denies any claim for injunctive relief, any party can appeal the award to a three-arbitrator panel administered by the Administrator which shall reconsider any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Agreement to "the arbitrator" shall mean the panel of arbitrators if an appeal of the arbitrator's decision has been taken. Subject to applicable law, costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal. However, Triple "J" Title Loans will consider any good faith, reasonable request for it to pay all or any part of those fees if I am the appealing party and Triple "J" Title Loans will pay those fees to the extent necessary for this Arbitration Agreement to be enforced.
- l. Rules of Interpretation: This Arbitration Agreement shall survive the repayment of all amounts owed under the CSO Agreement (or any prior agreement(s) between the parties), the termination, cancellation or suspension of the CSO Agreement, any legal proceeding, and any bankruptcy by me, to the extent consistent with applicable bankruptcy law. If any portion of this Arbitration Agreement (other than the Class Action and Consolidation Waivers referred to in paragraph (F)) is deemed invalid or unenforceable, it shall not invalidate the CSO Agreement (or any prior credit service agreements between the parties) or the remaining portions of this Arbitration Agreement. In the event of a conflict or inconsistency between this Arbitration Agreement, on the one hand, and the applicable arbitration rules or the other provisions of the CSO Agreement, on the other hand, this Arbitration Agreement shall govern.
- m. Breach of Arbitration Agreement: If I or Triple "J" Title Loans fails to submit to arbitration following a proper demand to do so, that party shall bear all costs and expenses, including reasonable attorney's fees, incurred by the other party compelling arbitration.

ACKNOWLEDGMENT

BY SIGNING BELOW, I ACKNOWLEDGE THAT: (1) I HAVE READ THIS ENTIRE ARBITRATION AGREEMENT CAREFULLY; (2) I AM ENTERING INTO THIS ARBITRATION AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS ARBITRATION AGREEMENT; (3) I WILL HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT IN ACCORDANCE WITH PARAGRAPH (A) ABOVE; AND (4) I HAVE BEEN PROVIDED WITH A DUPLICATE COPY OF THIS ARBITRATION AGREEMENT. I UNDERSTAND THAT THE ARBITRATION PROVISION WILL SUBSTANTIALLY AFFECT MY RIGHTS WITH RESPECT TO ANY DISPUTES WITH YOU UNLESS I FOLLOW THE PROCEDURE TO REJECT ARBITRATION. I VOLUNTARILY AGREE TO BE BOUND BY THE ARBITRATION PROVISION.

By: _____

Its Authorized Representative

Initials _____