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IN THE CIRCUIT COURT OF BOONE COUNTY, MISSOURI
ASSOCIATE CIRCUIT DIVISION

Easy Cash ASAP, LLC	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Case No.
	)	Division
HEIDI ALLEN	)	
806 Doe Run Court	)	
ASHLAND MO 65010	)	
	)	
Defendant.	)	

PETITION

COMES NOW, Plaintiff Easy Cash ASAP, LLC and for its cause of action against Defendant HEIDI ALLEN, states as follows:

1. This Court has original jurisdiction over this controversy, as Defendant is a resident of Missouri. Venue in this Circuit is proper because the Defendant resides in this county.

2. Plaintiff and Defendant entered into a written contract. A copy of said written contract is attached hereto and marked "Exhibit A".

3. Plaintiff fully performed as agreed.

4. Defendant breached said written contract by failing to pay to Plaintiff the full agreed sum and now owes Plaintiff in the amount of $2,227.32, plus interest at the statutory rate of 9.00% from and after the date of judgment.

5. Demand has been made upon Defendant, but the balance remains due and unpaid.

WHEREFORE, Plaintiff Easy Cash ASAP, LLC prays for judgment against Defendant HEIDI ALLEN, for the sum of $2,227.32, for interest thereon at the statutory rate of 9.00% per annum from and after the date of judgment, and court costs.

BERMAN & RABIN, P.A.

Daniel S. Rabin #37315
drabin@bermanrabin.com
Benjamin N. Hutnick #63668
bhutnick@bermanrabin.com
P.O. Box 480707
Kansas City, MO 64148
Phone: 913-649-1555
ATTORNEYS FOR PLAINTIFF

128200-18

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EASY CASH ASAP LLC Agreement

CONSENT TO ELECTRONIC DISCLOSURES, SIGNATURES & RECORDS

Date:02-10-2023	Account #: [redacted]
Easy Cash ASAP, LLC	Customer Name: Heidi Allen
PO Box 11443	Customer Address: [redacted]
Overland Park, KS 66207	Customer City, State, Zip [redacted]
(816) 287-2041	Customer Phone # [redacted]

This E-Sign Notice and Consent Regarding Electronic Delivery of Disclosures ("E-Sign Notice") contains important information that you are entitled to receive before you consent to transact business with us electronically or receive electronic records from us. Please read this notice carefully and print or download a copy for your files.

Described below are the terms and conditions for providing notices and disclosures to you by electronic means. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I Agree" button at the bottom of this E-Sign Notice.

Description of Disclosure and Consent

Pursuant to state and federal law, Easy Cash ASAP is required to provide certain disclosures to you in connection with the Easy Cash ASAP loan application ("Application") contained on this website, as well as certain additional disclosures regarding your Easy Cash ASAP account ("Account"). By consenting to the electronic delivery of disclosures, you agree that we may provide to you by electronic means any and all communications, notices, statements, and other documents relating to the Application and the Account (the "Disclosures") that are required by any applicable federal, state or local law or regulation.

Paper Copies of Disclosures

To apply for and obtain a loan from Easy Cash ASAP online, you must agree to receive all Disclosures regarding your loan electronically. You agree to print, download, store or otherwise keep the Disclosures and other communications for your records. If you consent to the electronic delivery of Disclosures, you may also receive a paper copy of any Disclosure provided to you electronically by sending us your request in writing to: Easy Cash ASAP, Attn: Legal Department, PO Box 11443, Overland Park, KS 66207. There is no fee for the paper copy.

All Disclosures Will Be Sent to You Electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide all Disclosures and other documents that are required to be provided or made available to you by electronic means during the course of our relationship with you. This consent applies to the receipt of electronic Disclosures with respect to your Easy Cash ASAP Application and Account. This consent also applies to any future transactions that may occur between us.

Withdrawing Consent to Electronic Delivery

You may withdraw your consent by exiting this website without completing and submitting your Application to Easy Cash ASAP. However, if you withdraw your consent to the electronic delivery of Disclosures, you cannot apply online for a Easy Cash ASAP loan. If at any time after your Account is opened you wish to withdraw your consent, you may do so by sending us your request in writing to: Easy Cash ASAP, Attn: Legal Department, PO Box 11443, Overland Park, KS 66207. If you decide to withdraw your consent, the legal effectiveness, validity and/or enforceability of prior electronic Disclosures will not be affected.

Consequences of Withdrawing Consent

After your Account is opened, if you elect to receive Disclosures only in paper format, we will no longer provide cash advances or new loans to you. In such case, you will receive all Disclosures in paper format by mail.

To Advise Easy Cash ASAP of Your New E-mail Address

To reduce the chance of you inadvertently not receiving any Disclosure, we prefer to provide all of the required Disclosures to you by the same method and/or to the same e-mail address that you provide. To let us know of a change in your e-mail address where we should send Disclosures electronically to you, you must send an e-mail message to us at customerservice@easycashasap.com. In the body of such e-mail message you must state your name, your account number, your previous e-mail address and your new e-mail address. We do not require any other information from you to change your e-mail address.

Exhibit A

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Hardware and Software Requirements

To access Disclosures electronically, you will need the following hardware and software:

- Operating Systems: Windows XP or newer; Mac OS X or newer.
- Browsers: Final release versions of Internet Explorer 8.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows or Mac); Google Chrome 15.0 or above (Windows or Mac); Safari 3.0 or above (Mac only).
- PDF Reader: Adobe Acrobat Reader or similar software may be required to view and print PDF files.
- Screen Resolution: 800 x 600 minimum.
- Enabled Security Settings: Allow per-session cookies.

To retain the Disclosures, you will need a printer (for printed copies) or a working hard drive or other storage device (to store electronic copies). As indicated above, we encourage you to download, print and/or save this E-Sign Notice and any Disclosures.

These minimum technical requirements are subject to change. If these requirements change, you will be provided with an updated version of this E-Sign Notice and asked to provide your consent in a manner that reasonably demonstrates your ability to receive Disclosures under the new technical requirements.

CONSENT AND ACKNOWLEDGMENT

To confirm to us that you can access this E-Sign Notice electronically, which will be similar to other electronic Disclosures that we will provide to you, please verify that you are able to read this E-Sign Notice and that you are also able to print on paper or electronically save it for your future reference and access, or that you are able to e-mail it to an address where you will be able to print or save it for your future reference and access. Further, if you consent to receiving Disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I Agree" button below.

By clicking the "I Agree" button, I acknowledge and confirm that:

1. I am able to view this E-Sign Notice and I have read and understood it.
2. I can print this E-Sign Notice on paper, electronically save it for my future reference, or e-mail it to an address where I am able to print or save it.
3. I consent to the receipt of Disclosures exclusively by the electronic means described above in connection with my Easy Cash ASAP Application and Account.
4. I consent to the use of electronic signatures through my act of clicking, checking or otherwise manifesting my assent in the processing of electronic records in conjunction with my Easy Cash ASAP Application and Account.
5. I have an account with an internet service provider and I am able to send e-mail and receive e-mail with hyperlinks to websites. I am also able to download and review files within a web browser.
6. I am reasonably demonstrating that I can access the Disclosures in the form described above.
7. If applicable, I am consenting on behalf of all other co-applicants and co-owners of an Account, and I am authorized to consent on their behalf.

I AGREE

By Signing Below you are agreeing to the above terms:

PRINTED NAME: heidi Allen DATE:2023-02-10	SIGNATURE *heidi Allen*

STAMP: [redacted]

Not an Official Court Document

Consumer Loan Agreement

Date:02-10-2023	Account #: [redacted]
Easy Cash ASAP, LLC	Customer Name: Heidi Allen
PO Box 11443	Customer Address: [redacted]
Overland Park, KS 66207	Customer City, State, Zip [redacted]
(816) 287-2041	Customer Phone # [redacted]

In this consumer loan agreement (the "Agreement") the words "you," and "your" mean each and all customers who have signed it. The words "we," "us," and "our" mean Easy Cash ASAP, LLC .

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled.
782.143%	**$ 4,025.20**	**$ 800.00**	**$ 4,825.20**
	NUMBER OF PAYMENTS:	AMOUNT OF PAYMENT:	WHEN PAYMENTS ARE DUE:
Your Payment Schedule will be:	20	$ 241.26	Bi Weekly WITH THE FIRST PAYMENT DUE: 2023-03-10

PREPAYMENT : If you pay off the loan early, you will not have to pay a penalty, and you may be entitled to a refund of part of the finance charge.

LATE CHARGE: If a payment is 15 days late you will be charged a 5% of the payment late charge; up to $50, subject to a minimum charge of $15.

*Please see the Loan Agreement for additional information about nonpayment, default, and prepayment.

Itemization of Amount Financed of **$800.00**
$800.00 Amount given to you directly
$0.00 Loan Proceeds paid on your account
$0.00 Amount paid to public officials
$0.00 Amount paid to others
$0.00 Loan Origination Fee
$0.00 Prepaid Finance Charge
$800.00 Amount Financed

NOTICE OF YOUR FINANCIAL PRIVACY RIGHTS
RESTRICTION OF NON-PUBLIC INFORMATION ACCESS

We restrict access to your non-public personal information to employees needing to know that information to assist you with products or services. We keep the physical, electronic, and procedural safeguards required by our regulators to insure the safety of your personal information.

INFORMATION TO NON-AFFILIATED THIRD PARTIES
Since we value our relationship, we will not disclose your non-public personal information to non-affiliated third parties unless required by law or to the extent you have expressly consented to in writing. We also do not disclose non-public personal information about former customers unless required by law.

LOAN AGREEMENT

PROMISE TO PAY: You promise to pay the lender the principal sum of **$800.00**, plus interest thereon at the rate of 782.143% per annum until the loan is paid in full. The loan is payable in **20** payments of **$ 241.26** following the payment schedule listed below:

Payment Number	Payment Date	Payment Amount	Interest Amount	Principal Amount
1	2023-03-10	$241.26	$240.00	$1.26

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2	2023-03-24	$241.26	$239.62	$1.64
3	2023-04-07	$241.26	$239.13	$2.13
4	2023-04-21	$241.26	$238.49	$2.77
5	2023-05-05	$241.26	$237.66	$3.60
6	2023-05-19	$241.26	$236.58	$4.68
7	2023-06-02	$241.26	$235.18	$6.08
8	2023-06-16	$241.26	$233.35	$7.91
9	2023-06-30	$241.26	$230.98	$10.28
10	2023-07-14	$241.26	$227.90	$13.36
11	2023-07-28	$241.26	$223.89	$17.37
12	2023-08-11	$241.26	$218.68	$22.58
13	2023-08-25	$241.26	$211.90	$29.36
14	2023-09-08	$241.26	$203.09	$38.17
15	2023-09-22	$241.26	$191.64	$49.62
16	2023-10-06	$241.26	$176.76	$64.50
17	2023-10-20	$241.26	$157.41	$83.85
18	2023-11-03	$241.26	$132.25	$109.01
19	2023-11-17	$241.26	$99.55	$141.71
20	2023-12-01	$241.26	$57.04	$184.22

LOAN ORIGINATION FEE: You agree to pay a loan origination fee of $0.00.

SECURITY INTEREST : If you have chosen the ACH Debit Authorization option, your ACH authorization is security for this loan.

DEFAULT: In the event you default on the loan, the lender may, after providing all notices required by law, demand payment in full at once, and exercise any and all rights as a secured party per the Uniform Commercial Code.

SAME DAY ORIGINATION FEE: If you opt for same day funding, you will be assessed a fee of $20 to cover the same day origination costs. The fee will be assessed on the first payment.

RETURNED CHECK FEE: If any instrument is returned for any reason by any financial institution, you agree to pay a fee of $25, plus the amount charged the lender by the financial institution for processing the refused instrument.

ATTORNEY FEES & COURT COSTS: If it becomes necessary to file suit to collect this loan, you agree to pay attorney fees and court costs pursuant to section 408.140 RSMO.

VERIFICATION: You authorize us to verify the information you provided to us in connection with your Loan application. You give us consent to obtain information about you from a consumer reporting agency or other sources. We reserve the right to withhold funding of this Loan, at any time prior to disbursement, to allow us to verify the information you have provided to us.

PAYMENT BY CHECK OR MONEY ORDER: You may pay each payment owing under this Agreement by check or money order. Checks/Money Orders must be received by the date due listed above. Checks/Money Orders received early will be processed on the date due unless otherwise requested by the customer.

CHECK CONVERSION NOTICE: By providing a check as payment, you authorize and agree that we may either use information from your check to make a one-time electronic withdrawal from your account or to process the payment as a check transaction. When we make an electronic withdrawal funds may be withdrawn as soon as the same day we receive your payment. You will not receive your check back from your bank.

REFINANCE POLICY: We, in our sole discretion, will determine if your Loan may be refinanced.

REFUND POLICY: If you have paid an excess charge, you reserve the right to a refund. A refund may be made whole or in part by reducing your debt obligation by the amount of the excess charge. We reserve the right to refund the excess amount to you directly, rather than reducing your debt obligation.

BORROWER'S BANK CHARGES: You agree you will not hold us or our agents responsible for any fees you must pay as a result of any check or withdrawal request being presented at your bank in connection with this Agreement.

TELEPHONE CALLS: You agree and acknowledge that in the event we need to contact you to discuss your account or the repayment of your Loan. WE MAY CALL YOU AT ANY NUMBER YOU HAVE PROVIDED TO US. You further agree that we may leave an autodialed or

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prerecorded message or use other technology (including, but not limited to, SMS messaging or other text messaging) to contact or to communicate with you.

ACKNOWLEDGEMENTS: By electronically signing this agreement you warrant and represent that the information you have given us is true and correct. You authorize us to verify your information, and you give consent for us to obtain information about you from a consumer reporting agency or other sources.
You warrant and represent that you have read, understand, and agree to all of the terms and conditions of this Agreement, including the disclosures and Arbitration Agreement and waiver of any jury trial (notwithstanding the "Opt Out Option" described above).
You warrant and represent that this Agreement contains all of the terms of the agreement between you and us and that no representations or promises other than those contained in this Agreement have been made.
You warrant and represent that, if you agreed to ACH Debit Authorization, you specifically authorize withdrawals and deposits to and from your bank account as described in this Agreement.
You warrant and represent that you have the ability to print or retain a completed copy of this Agreement. However, if you send a written request for a copy of the Agreement, we will provide one to you, free of charge.
You warrant and represent that you are not a debtor under any proceeding bankruptcy, insolvency or reorganization, and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code.
You further warrant and represent that we may withhold funding of your Loan until we verify that all the information you gave us is correct.

CANCELLATION OF THE LOAN: YOU HAVE THE RIGHT TO CANCEL THIS LOAN WITHIN THREE (3) DAYS AFTER THE DATE THIS AGREEMENT IS SIGNED. TO DO SO YOU MUST RETURN THE MONEY WHICH WE DEPOSITED IN YOUR ACCOUNT, ALLOW US TO WITHDRAW THE MONEY FROM YOUR ACCOUNT, OR RETURN THE MONEY BY MAIL IF YOU DID NOT SELECT THE ACH DEBIT AUTHORIZATION. TO NOTIFY US OF A VALID CANCELLATION PLEASE CALL (816) 287-2041 , OR CONTACT US VIA EMAIL AT:

customerservice@easycashasap.com

I AGREE

By Signing Below you are agreeing to the above terms:

PRINTED NAME: heidi Allen DATE:2023-02-10	SIGNATURE *heidi Allen*

STAMP: [redacted]

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EASY CASH ASAP, LLC AUTHORIZATION AGREEMENT
DIRECT PAYMENTS (ACH DEBITS)

By utilizing the e-sign below, I authorize Easy Cash ASAP, LLC, to withdraw my scheduled loan payment from the account indicated below via Checking on or about the timing & frequency of the payment schedule listed in the consumer loan agreement. I further authorize Easy Cash ASAP, LLC to adjust this withdrawal to reflect any additional fees, charges, or credits to my account authorized by this Note.

Chime	Heidi Allen
(Financial Institution)	(Customer Name)

[redacted]	[redacted]	Checking
(Routing/Transit Number)	(Account Number)	Account Type

I agree that, in the event that any withdrawal authorized in accordance with this authorization is rejected, Easy Cash ASAP, LLC may attempt up to two more times to initiate it. I understand that my bank may impose fees in connection with rejected withdrawals, and I agree that Easy Cash ASAP, LLC does not have any liability for such fees.

If I know that a withdrawal will be rejected by my bank (due to insufficient funds), I should contact Easy Cash ASAP, LLC so that alternate arrangements can be made. I understand that withdrawals are subject to applicable law and network rules.

I understand that this authorization and the services undertaken by Easy Cash ASAP, LLC in no way alters or lessens my obligations under the loan agreement.

I understand and acknowledge that this authorization is not a condition to obtaining this loan and that I may terminate this authorization at any time (including prior to my first payment due date) by contacting Easy Cash ASAP, LLC directly at the address and/or telephone number listed on the first page of my agreement and within a timeframe as to afford Easy Cash ASAP, LLC and my bank a reasonable opportunity to act on my request. I will then be instructed to provide a written request to Easy Cash ASAP, LLC to revoke the ACH authorization. In the event that this occurs, Easy Cash ASAP, LLC will comply with my termination request within three business days. Terminating this authorization does not affect my obligation to repay the amount due under my Agreement.

I AGREE

By Signing Below you are agreeing to the above terms:

PRINTED NAME: heidi Allen DATE:2023-02-10	SIGNATURE *heidi Allen*

STAMP: [redacted]

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EASY CASH ASAP, LLC AUTHORIZATION AGREEMENT
DIRECT PAYMENTS (Remotely Created Check/Order)

By utilizing the e-sign below, I authorize Easy Cash ASAP, LLC, to withdraw my scheduled loan payment from the account indicated below via Remotely Created Check/Order on or about the timing & frequency of the payment schedule listed in the consumer loan agreement. I further authorize Easy Cash ASAP, LLC to adjust this withdrawal to reflect any additional fees, charges, or credits to my account authorized by this Note.

Chime	Heidi Allen	
(Financial Institution)	(Customer Name)	
[redacted]	[redacted]	Checking
(Routing/Transit Number)	(Account Number)	Account Type

A Remotely Created Check/Order may also be known as a remotely created check, remotely created payment order, electronic payment order, demand draft, bank check, paper draft, or other similar device.

I agree that, in the event that any withdrawal authorized in accordance with this authorization is rejected, Easy Cash ASAP, LLC may attempt up to two more times to initiate it. I understand that my bank may impose fees in connection with rejected withdrawals, and I agree that Easy Cash ASAP, LLC does not have any liability for such fees.

If I know that a withdrawal will be rejected by my bank (due to insufficient funds), I should contact Easy Cash ASAP, LLC so that alternate arrangements can be made. I understand that withdrawals are subject to applicable law and network rules.

I understand that this authorization and the services undertaken by Easy Cash ASAP, LLC in no way alters or lessens my obligations under the loan agreement.

I understand and acknowledge that this authorization is not a condition to obtaining this loan and that I may terminate this authorization at any time (including prior to my first payment due date) by contacting Easy Cash ASAP, LLC directly at the address and/or telephone number listed on the first page of my agreement and within a timeframe as to afford Easy Cash ASAP, LLC and my bank a reasonable opportunity to act on my request. I will then be instructed to provide a written request to Easy Cash ASAP, LLC to revoke the Remotely Created Check/Order authorization. In the event that this occurs, Easy Cash ASAP, LLC will comply with my termination request within three business days. Terminating this authorization does not affect my obligation to repay the amount due under my Agreement.

I AGREE

By Signing Below you are agreeing to the above terms:

PRINTED NAME: heidi Allen DATE:2023-02-10	SIGNATURE *heidi Allen*

STAMP: [redacted]

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PRIVACY POLICY DISCLOSURE

Regarding non-public personal information of customers of Easy Cash ASAP, LLC EFFECTIVE DECEMBER 1, 2013.

This Disclosure covers all personally identifiable information about present or past customers regarding their present or past relationship with Easy Cash ASAP, LLC.
Policy regarding providing non-public information about you or your transactions to outside marketers: Easy Cash ASAP, LLC does not provide personal information about you or your transactions to outside companies for the purpose of their marketing services or goods to you.

Policy regarding providing information about you or your transactions to affiliated companies: Easy Cash ASAP, LLC may share Information about your transactions with its affiliated companies, including information you provided on your application, verification of such information, or an assessment of your transactions with individuals or companies listed in your application. Information may also be provided to consumer reporting agencies such as Clarity and/or Microbilt and/or their respective subscribers.

Policy regarding providing information about you or your transactions to unaffiliated third parties: Easy Cash ASAP, LLC shares non-public information on your current or past transactions with consumer reporting agencies, including but not limited to Clarity and/or Microbilt and/or their respective subscribers. We also share such information with any law firms or collection agencies we engage in the collection of any debt owed us and/or to protect our contractual or other rights.

Easy Cash ASAP, LLC may share your non-public, personal information to the extent you have expressly consented to the same in writing.

Other situations where disclosure of your non-public information may be required: Easy Cash ASAP, LLC may be required to share your non-public personal information as required by federal, state or local laws or by court order.

Policy regarding categories of non-public personal information collected on you by us: The information collected on you is categorized as follows:
(1) Information you provided on your application.
(2) Verification of such information and/or assessment of your transactions with individuals or companies listed in your application.
(3) Information provided by consumer reporting agencies such as Clarity and/or Microbilt and/or their respective subscribers.

In-house policy on keeping your personal information secure: All personnel of Easy Cash ASAP, LLC with access to your private personal information are required to maintain the confidentiality of that information while employed with the company and upon their separation there from. Employees who fail to maintain this confidentiality are subject to disciplinary procedures. The company maintains file and computer safeguards both during and after hours of business.
You hereby consent to Easy Cash ASAP, LLC disclosing your non-public personal information in accordance with the privacy policy.

YOU ACKNOWLEDGE RECEIPT OF A COPY OF:
(1) A SEPARATE CREDIT SERVICES DISCLOSURE STATEMENT BEFORE EXECUTING THIS AGREEMENT OR PAYING ANY FEE OR OTHER CONSIDERATION,
(2) THIS CREDIT SERVICES AGREEMENT AND DISCLOSURE STATEMENT, INCLUDING PRIVACY POLICY, WITH ALL NECESSARY SPACES COMPLETED AND TWO ATTACHED NOTICES OF CANCELLATION.
(3) 2 COPIES OF NOTICE OF CANCELLATION FORM,
(4) ACH AUTHORIZATION, AND
(5) ANY OTHER DOCUMENT THAT YOU HAVE BEEN REQUESTED TO SIGN.

I AGREE

By Signing Below you are agreeing to the above terms:

PRINTED NAME: heidi Allen DATE:2023-02-10	SIGNATURE *heidi Allen*

STAMP: [redacted]

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WAIVER OF JURY TRIAL AND ARBITRATION PROVISION

Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator) for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. We have a policy of arbitrating all disputes with customers which cannot be resolved in a small claims tribunal, including the scope and validity of this Arbitration Provision and any right you may have to participate in an alleged class action. THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:

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

1. You acknowledge and agree that by entering into this Arbitration Provision:
   a.YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;
   b.YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and
   c.YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.
2. Except as provided in Paragraph 5 below, all disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you. THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.
3. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select any of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) http://www.adr.org or JAMS (1-800-352-5267) http://www.jamsadr.com. The parties may also agree to select an arbitrator who resides within your federal judicial district who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association, and arbitrate in accordance with such arbitrator's rules. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.
4. Regardless of who demands arbitration, at your request we will pay your portion of the arbitration expenses, including the filing, administrative, hearing and arbitrator's fees ('Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA, and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall hot apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If the arbitrator renders a decision or an award in your favor resolving the dispute, we will reimburse you for any Arbitration Fees you have previously paid. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.
5. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal in the county of your residence for disputes within the scope of such tribunal's jurisdiction. Any dispute which cannot be adjudicated within the jurisdiction of a small claims tribunal shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration.

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6. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. If a final non- appealable judgment of a court having jurisdiction over this transaction finds, for any reason, that the FAA does not apply to this transaction, then our agreement to arbitrate shall be governed by the arbitration law of the State of Missouri.
7. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. This Arbitration Provision continues in full force and effect, even if your obligations have been paid or discharged through bankruptcy. This Arbitration Provision survives any cancellation, termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. If any of this Arbitration Provision is held invalid, the remainder shall remain in effect.
8. OPT-OUT PROCESS. You may choose to opt out of the Arbitration Provision, but only by following the process set-forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the date of your loan at the Lender's address provided at the top of this agreement Your written notice must include your name, address, account number or social security number and a statement that you wish to opt out of this Arbitration Provision.

Please note that this Loan Agreement contains a binding arbitration provision. You also warrant that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. You acknowledge that you have read, understand, and agree to all of the terms of this Loan Agreement, including the "Waiver of Jury Trial and Arbitration Provision".

I AGREE

By Signing Below you are agreeing to the above terms:

PRINTED NAME: heidi Allen DATE:2023-02-10	SIGNATURE *heidi Allen*

STAMP: [redacted]

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STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

AFFIDAVIT OF ACCOUNT

The undersigned affiant, being first duly sworn, deposes and states as follows, to-wit:

1. (S)he is a designated agent, and a competent person over eighteen years of age. (S)he is a Custodian of Records for Easy Cash ASAP, LLC, the Plaintiff herein (hereinafter "Plaintiff"). As a custodian of records for Plaintiff, (s)he is authorized to execute this affidavit on behalf of Plaintiff and the information below is true and correct to the best of her knowledge, information and belief. (S)he is familiar with the method of preparation and maintenance of said books and records and believe them to be true and correct, with entries thereon having been made in the ordinary course of business, at or near the time of the transaction giving rise to each entry.

2. In the ordinary course of business Plaintiff regularly issues Installment loan agreements, account records and/or other credit lines.

3. Plaintiff is the current owner of Defendant HEIDI ALLEN's Easy Cash ASAP, LLC account identified by the account number ending in XXX9598.

4. A review of those records, and more particularly the Defendant's Account, indicates that Defendant has defaulted.

5. Plaintiff's business records for the Account of Defendant reflect that the just and true balance due and owing to Plaintiff by the Defendant on the Account Number referenced above as of the date hereof September 15, 2023 is in the sum of $2,227.32, less credit for all payments, together with interest and other applicable costs as allowed by law.

Dated: September 15th, 2023

Brian Dampman
Chief Operating Officer
Easy Cash ASAP, LLC

Subscribed and Sworn to before me on 09/15/2023

Notary Public

128200

Emily Alexandra Carballo-Contreras
Notary Public State of Kansas
My Appt Expires 5/5/24

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IN THE CIRCUIT COURT OF BOONE COUNTY, MISSOURI
ASSOCIATE CIRCUIT DIVISION

Easy Cash ASAP, LLC

Plaintiff,

vs.

Case No.
Division

HEIDI ALLEN
806 Doe Run Court
ASHLAND MO 65010

Defendant.

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

I, Daniel S. Rabin/Benjamin N. Hutnick, of lawful age, affirm, on oath state that I am the Attorney for Plaintiff or Petitioner, in the above entitled case, and I make this affidavit pursuant to the provisions of the Service Members Civil Relief Act of 2003; that I have caused a careful investigation to be made to ascertain whether or not the above-named Defendant or Respondent is in the active service of the Army of the United States, the United States Navy, the United States Marine Corps, the United States Coast Guard, the United States Air Force, the National Guard or of any Public Health Service detailed by proper authority for duty with the military; and, that as a result of said investigation, I hereby state that to the best of my knowledge the Defendant or Respondent is not in any of the above-named branches of the military service nor has the Defendant or Respondent received notice of induction or notice to report for active service.

THE AFFIANT SAYETH NOT.

Daniel S. Rabin #37315
Benjamin N. Hutnick #63668

Signed and Affirmed to before me this 3rd day of October, 2023.

Kelsey Rogers
Notary Public State of Kansas
My Appt Expires 12/06/25

K Rogers
Notary Public

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