

1 ADAM PAUL LAXALT  
Attorney General  
2 DAVID POPE  
Senior Deputy Attorney General  
3 CHRISTOPHER ECCLES  
Deputy Attorney General  
4 555 East Washington Avenue, Suite 3900  
5 Las Vegas, Nevada 89101  
Telephone: (702) 486-3105  
6 Facsimile: (702) 486-3416  
E-Mail: [ceccles@ag.nv.gov](mailto:ceccles@ag.nv.gov)  
7

8 **BEFORE THE NEVADA FINANCIAL INSTITUTIONS DIVISION**

9 \* \* \*

10 **IN THE MATTER OF:** ) **ADMINISTRATIVE COMPLAINT FOR**  
 ) **DISCIPLINARY ACTION AND**  
11 **TITLEMAX OF NEVADA, INC. and** ) **NOTICE OF HEARING**  
12 **TITLEBUCKS d/b/a TITLEMAX** )  
\_\_\_\_\_ )

13  
14 **ADMINISTRATIVE COMPLAINT FOR DISCIPLINARY ACTION**

15 GEORGE E. BURNS, Commissioner of the NEVADA FINANCIAL INSTITUTIONS  
16 DIVISION of the DEPARTMENT OF BUSINESS AND INDUSTRY, STATE OF NEVADA (the  
17 "Division"), complains for disciplinary action against TITLEMAX OF NEVADA, INC. and  
18 TITLEBUCKS d/b/a TITLEMAX (hereinafter "TITLEMAX") as follows:

19 **JURISDICTION**

- 20 1. Pursuant to Nevada Revised Statutes (NRS) Chapter 604A, the Division is vested with  
21 the exclusive and original jurisdiction over the regulation, business practices, licensing,  
22 examinations, and disciplinary action related to deferred deposit lending, high-interest  
23 lending, title lending, and check cashing services in Nevada.
- 24 2. TITLEMAX is now, and was at all pertinent times alleged herein, licensed in Nevada by  
25 the Division as a deferred deposit lender, and / or a high-interest lender, and / or a title  
26 lender, and / or a check cashing service, pursuant to NRS Chapter 604A.
- 27 3. As the holder of a Chapter 604A license, TITLEMAX is subject to the provisions of NRS  
28 Chapter 604A and Nevada Administrative Code (NAC) Chapter 604A.

1 4. The Division files this Complaint pursuant to NRS 604A.820 based upon the matters  
2 asserted herein and seeks the relief set forth below.

3 **FACTUAL ALLEGATIONS**

4 **GENERAL FACTS**

5 5. TITLEMAX is incorporated as a domestic corporation under the laws of Nevada and its  
6 resident agent is The Corporation Trust Company of Nevada, located at 701 S. Carson  
7 Street, Suite 200, Carson City, Nevada 89701.

8 6. TITLEMAX is licensed by the Division to conduct the business of lending at 42 locations  
9 in Nevada and the corporate office is located at 15 Bull Street, Suite 200, Savannah,  
10 Georgia 31401.

11 7. On or about May 4, 2015, through on or about June 17, 2015, the Division conducted its  
12 annual examination of TITLEMAX to ensure compliance with NRS Chapter 604A and  
13 NAC Chapter 604A (the "2015 Examination").

14 8. The 2015 Examination involved a review of two to five percent of TITLEMAX'S loans at  
15 each of TITLEMAX'S 42 locations in Nevada.

16 9. The Division issued a Report of Examination (ROE) to TITLEMAX based upon the  
17 results of the 2015 Examination.

18 10. The Division rates licensees as follows, in descending order of compliance:  
19 Satisfactory, Needs Improvement, or Unsatisfactory.

20 11. The Division rated TITLEMAX "Needs Improvement" in its 2014 ROE due to  
21 TITLEMAX'S violations of NRS 604A.210, NRS 604A.445, and NAC 604A.230.

22 12. During the 2015 Examination, the Division cited TITLEMAX for repeatedly violating NRS  
23 604A.210, NRS 604A.445, and NAC 604A.230.

24 13. Thus, in the 2015 ROE, the Division rated TITLEMAX "Unsatisfactory" due to the  
25 repeated violations.

26 14. The repeated violations cited in the 2015 Examination are:

- 27 a. Charging interest in violation of NRS 604A.210 and / or NRS 604A.445; and  
28

- 1           b.     Requiring or accepting co-borrowers on title loans in which the co-borrower has  
2                     no ownership in the vehicle used for the title loan, in violation of NAC 604A.230  
3                     in accordance with NRS 604A.105 and NRS 604A.115.

- 4 15.    The Commissioner has reasonable cause to believe that TITLEMAX is violating or is  
5           threatening to or intends to violate provisions of NRS Chapter 604A and NAC Chapter  
6           604A.

7 **FACTS REGARDING TITLEMAX'S UNLAWFUL GRACE PERIOD AMENDMENT**

- 8 16.    Pursuant to the TITLEMAX'S original Title Loan Agreement (Loan), the customer makes  
9           seven fully amortized installment payments within 210 days to pay the loan off without a  
10          balloon payment at the end of the loan.

- 11 17.    The Division has concluded that the Loan complies with NRS 604A.445(3)(a)-(d).

- 12 18.    During the 2014 and 2015 Examinations, the Division's examiners observed TITLEMAX  
13          employees routinely offer customers an amendment to the Loan called the "Grace  
14          Period Payments Deferment Agreement" (Grace Period Amendment).

- 15 19.    The text of the Grace Period Amendment provides in pertinent part:

16                               "Because this is only an amendment and modification of the loan  
17                               agreement in which we are only modifying and deferring your  
18                               payments under the Title Loan Agreement, you acknowledge and  
19                               agree that all of the terms and conditions of the Title Loan  
20                               Agreement, including the charging of simple interest and waiver of jury  
                                  train and arbitration provision remain in full force and effect."

- 21 20.    As a business pattern and practice, TITLEMAX employees offer the Grace Period  
22          Amendment prior to the customer's default on the Loan.

- 23 21.    Customers are lured into the Grace Period Amendment because it typically decreases  
24          their initial payments.

- 25 22.    Payments are not fully amortized under Grace Period Amendment.

- 26 23.    TITLEMAX charges customers more money under the Grace Period Amendment than it  
27          does under the Loan.

- 28 24.    The Grace Period Amendment schedules 14 monthly payments within 390 days.

1 25. Documents from the 2015 Examination show that TITLEMAX charges customers more  
2 money under the Grace Period Amendment than under the Loan.<sup>1, 2</sup>

3	4	5	6	7
Loan No.	Customer Name	Amount due under the Loan	Amount paid by the customer under the Grace Period Amendment	Unlawful overage amount charged and received by TITLEMAX
8 10169-0121672	J.V.	\$5,079.66	\$5,826.74	\$747.08
9 11669-0112962	G.T.	\$3,500.21	\$4,219.84	\$719.63
10 11169-0129196	B.P.	\$7,212.73	\$8,645.45	\$1,432.72
11 10069-0120952	M.A.	\$11,880.22	\$14,133.17	\$2,252.95

12  
13 26. Documents from the 2015 Examination show 307 examples of TITLEMAX charging  
14 customers more money under the Grace Period Amendment than under the Loan.

15 27. The 307 examples only reflect the two to five percent sampling of loans examined by  
16 the Division.

17 28. Of those 307 examples, TITLEMAX charged and received unlawful overage amounts  
18 from 24 customers totaling \$8,863.21.

19 29. Of those 307 examples, 283 remain in "open" status whereby TITLMAX charged and  
20 will potentially receive unlawful overage amounts totaling \$370,090.74.

21 30. Assuming that the 307 examples of TITLEMAX charging customers more money under  
22 the Grace Period Amendment reflects a five percent sample size, then by mathematical  
23 extrapolation, TITLEMAX may have unlawfully charged customers a total of  
24 approximately 6,140 times during the period covered by the 2015 Examination.

25  
26 <sup>1</sup> This Table summarizes four of TITLEMAX'S loans examined during the 2015 Examination whereby each  
27 customer has already paid the unlawful overage amount.

28 <sup>2</sup> Exhibits 1-4, attached hereto, include the Loan, Grace Period Amendment, and Customer Receipts for each of  
the four loans summarized by the Table. The fact that payments are not amortized under the Grace Period  
Amendment is evidenced by Bates Stamped page 007 in each the exhibits.

1 31. Further, assuming that the average overage amount charged by TITLEMAX under each  
2 Grace Period Amendment is \$1,288.09 (determined by averaging the unlawful charges  
3 from paragraph 25), then TITLEMAX unlawfully charged Nevada customers  
4 approximately \$7,908,872.60 during the period covered by the 2015 Examination.

5 32. An evidentiary hearing is necessary to determine exactly how many times TITLEMAX  
6 charged customers more money under the Grace Period Amendment.

7 33. An evidentiary hearing is necessary to determine exactly how many times TITLEMAX  
8 charged customers more money under the Grace Periods Amendment, after the  
9 Division rated TITLEMAX "Needs Improvement" in the 2014 examination.

10 34. NRS 604A.070 provides in full as follows:

11 **NRS 604A.070 "Grace period" defined.**  
12 1. "Grace period" means any period of deferment offered  
13 gratuitously by a licensee to a customer if the licensee complies  
with the provisions of NRS 604A.210.

14 35. NRS 604A.210 provides in full as follows:

15 **NRS 604A.210 Chapter does not prohibit licensee from**  
16 **offering customer grace period.**  
The provisions of this chapter do not prohibit a licensee from  
17 offering a customer a grace period on the repayment of a loan or an  
18 extension of a loan, except that **the licensee shall not charge the**  
**customer:**  
19 **2. Any fees for granting such a grace period; or**  
20 **Any additional fees or additional interest on the**  
**outstanding loan during such a grace period.**  
(Emphasis added.)

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1 36. NRS 604A.445(3) provides in full as follows:

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**NRS 604A.445 Title loans: Restrictions on duration of loan and periods of extension.**

**Notwithstanding any other provision of this chapter to the contrary:**

- ...
3. **The original term of a title loan may be up to 210 days if:**
- (a) The loan provides for payments in installments;
  - (b) **The payments are calculated to ratably and fully amortize the entire amount of principal and interest payable on the loan;**
  - (c) The loan is not subject to any extension; and
  - (d) The loan does not require a balloon payment of any kind.

(Emphasis added.)

37. TITLEMAX, through its Grace Period Amendment, charges additional fees and / or additional interest during grace periods.

38. TITLEMAX, through its Grace Period Amendment, makes title loans that last up to 390 days, which exceeds the maximum original term of 210 days allowed pursuant to NRS 604A.445(3).

39. TITLEMAX, through its Grace Period Amendment, makes title loans whereby payments are not fully amortized.

40. TITLEMAX, through its Grace Period Amendment, makes title loans that require one or more balloon payments.

41. TITLEMAX'S repeated violations were without any attempt to correct the deficiencies, and thus the repeated violations were willful, and / or intentional, and / or without any exercise of due care.

42. TITLEMAX'S systematic business practice of amending the Loan via the Grace Period Amendment is predatory and shows a *willful* intent to evade NRS and NAC 604A in order to *unlawfully* charge Nevada customers what may amount to *millions* of dollars.

1 **FACTS REGARDING TITLEMAX'S UNLAWFUL GUARANTORS**

2 43. Onsite visits to TITLEMAX locations and conversations between the Division's  
3 examiners and TITLEMAX's employees show that TITLEMAX requires and / or accepts  
4 a guarantor to a transaction entered into with a customer.

5 44. Examination papers from the 2015 Examination show that TITLEMAX requires and / or  
6 accepts a co-signor on a title loan to a customer where the co-signor's name is not on  
7 the title to the vehicle.

8 45. TITLEMAX's loan agreements require and / or accept a co-signor on a title loan to a  
9 customer where the co-signor's name is not on the title to the vehicle.

10 46. NRS 604A.105(1)(a)(1)-(2) provides in full as follows:

11 **NRS 604A.105 "Title loan" defined.**

12 1. "Title loan" means a loan made to a customer pursuant to  
a loan agreement which, under its original terms:

13 (a) Charges an annual percentage rate of more than 35  
percent; and

14 (b) **Requires the customer to secure the loan by either:**  
15 (1) **Giving possession of the title to a vehicle**  
16 **legally owned by the customer to the**  
licensee or any agent, affiliate or subsidiary of  
the licensee; or

17 (2) Perfecting a security interest in the vehicle by  
18 having the name of the licensee or any agent,  
19 affiliate or subsidiary of the licensee noted on  
the title as a lienholder.  
(Emphasis added.)

20 47. NRS 604A.115 provides in full as follows:

21 **NRS 604A.115 "Title to a vehicle" or "title" defined.**

22 "Title to a vehicle" or "title" means a certificate of title or ownership  
23 issued pursuant to the laws of this State that identifies the legal  
owner of a vehicle or any similar document issued pursuant to the  
24 laws of another jurisdiction.

25 48. NAC 604A.230(1)(a) provides in full as follows:

26 **NAC 604A.230(1) Prohibited acts: Miscellaneous acts.**

27 1. A licensee shall not:

28 (a) Require or accept a guarantor to a transaction entered  
into with a customer.

- 1 49. The term "guarantor" is not defined in NRS Chapter 604A or NAC 604A.
- 2 50. A guarantor is "One who makes a guaranty or gives security for a debt." BLACK'S LAW  
3 DICTIONARY 711 (7<sup>th</sup> ed. 1999).
- 4 51. A guaranty is "A promise to answer for the payment of some debt, or the performance of  
5 some duty, in case of the failure of another who is liable in the first instance." BLACK'S LAW  
6 DICTIONARY 712 (7<sup>th</sup> ed. 1999).
- 7 52. A title loan requires the *customer* to secure the loan. NRS 604A.105(1)(b).
- 8 53. A title loan requires that the *customer* give possession of the *title to a vehicle legally*  
9 *owned by the customer* to the licensee. NRS 604A.105(1)(b)(1).
- 10 54. Regardless of whether guarantor is called a co-borrower or a co-signor, the licensee is  
11 prohibited from requiring or accepting security or a promise to answer for payment from  
12 anyone other than the customer whose name is on the title.
- 13 55. An evidentiary hearing is necessary to determine exactly how many times TITLEMAX  
14 required or accepted a guarantor to a loan with a customer.
- 15 56. An evidentiary hearing is necessary to determine why TITLEMAX required or accepted  
16 a guarantor to a loan with a customer.
- 17 57. An evidentiary hearing is necessary to determine what, if any, effect the relationship  
18 between the customer and the guarantor would have on the Division's analysis.
- 19 58. An evidentiary hearing is necessary to determine exactly how many times TITLEMAX  
20 required or accepted a guarantor to a loan with a customer, after the Division rated  
21 TITLEMAX "Needs Improvement" in the 2014 examination.
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## ALLEGED VIOLATIONS

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- 2 59. Based upon and incorporating by reference the foregoing Factual Allegations, the  
3 Commissioner alleges that TITLEMAX violated NRS 604A.210(1) and / or (2), one or  
4 more times, by charging the customer additional fees and / or interest during a grace  
5 period.
- 6 60. Based upon and incorporating by reference the foregoing Factual Allegations, the  
7 Commissioner alleges that TITLEMAX willfully violated NRS 604A.210(1) and / or (2),  
8 one or more times, by charging the customer additional fees and / or interest during a  
9 grace period.
- 10 61. Based upon and incorporating by reference the foregoing Factual Allegations, the  
11 Commissioner alleges that TITLEMAX violated NRS 604A.445(3)(b), one or more  
12 times, by calculating payments on loans to customers that do not ratably and fully  
13 amortize the entire amount of principal and interest payable on the loan.
- 14 62. Based upon and incorporating by reference the foregoing Factual Allegations, the  
15 Commissioner alleges that TITLEMAX willfully violated NRS 604A.445(3)(b), one or  
16 more times, by calculating payments on loans to customers that do not ratably and fully  
17 amortize the entire amount of principal and interest payable on the loan.
- 18 63. Based upon and incorporating by reference the foregoing Factual Allegations, the  
19 Commissioner alleges that TITLEMAX violated NRS 604A.445(3)(c), one or more times,  
20 by extending loans to customers for a term of up to 390 days.
- 21 64. Based upon and incorporating by reference the foregoing Factual Allegations, the  
22 Commissioner alleges that TITLEMAX willfully violated NRS 604A.445(3)(c), one or  
23 more times, by extending loans to customers for a term of up to 390 days.
- 24 65. Based upon and incorporating by reference the foregoing Factual Allegations, the  
25 Commissioner alleges that TITLEMAX violated NRS 604A.445(3)(d), one or more  
26 times, by separating interest and principal which results in the customer paying one or  
27 more balloon payments.
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1 66. Based upon and incorporating by reference the foregoing Factual Allegations, the  
2 Commissioner alleges that TITLEMAX **willfully** violated NRS 604A.445(3)(d), one or  
3 more times, by separating interest and principal which results in the customer paying  
4 one or more balloon payments.

5 67. Based upon and incorporating by reference the foregoing Factual Allegations, the  
6 Commissioner alleges that one or more of TITLEMAX'S repeat violations are **willful,**  
7 **and / or intentional, and / or without any exercise of due care** to prevent the repeat  
8 violations.

9 **DISCIPLINE AUTHORIZED**

10 68. NRS 604A.810 provides in full as follows:

11 **NRS 604A.810 Order to desist and refrain; action to enjoin**  
12 **violation; appointment of receiver.**

- 13 1. **Whenever the Commissioner has reasonable cause to**  
14 **believe that any person is violating or is threatening to or**  
15 **intends to violate any provision of this chapter, the**  
16 **Commissioner may, in addition to all actions provided for**  
17 **in this chapter and without prejudice thereto, enter an**  
18 **order requiring the person to desist or to refrain from such**  
19 **violation.**
- 20 2. The Attorney General or the Commissioner may bring an action  
21 to enjoin a person from engaging in or continuing a violation or  
22 from doing any act or acts in furtherance thereof. In any such  
23 action, an order or judgment may be entered awarding a  
24 preliminary or final injunction as may be deemed proper.
- 25 3. In addition to all other means provided by law for the  
26 enforcement of a restraining order or injunction, the court in  
27 which an action is brought may impound, and appoint a receiver  
28 for, the property and business of the defendant, including  
books, papers, documents and records pertaining thereto, or so  
much thereof as the court may deem reasonably necessary to  
prevent violations of this chapter through or by means of the  
use of property and business, whether such books, papers,  
documents and records are in the possession of the defendant,  
a registered agent acting on behalf of the defendant or any  
other person. A receiver, when appointed and qualified, has  
such powers and duties as to custody, collection,  
administration, winding up and liquidation of such property and

1 business as may from time to time be conferred upon the  
2 receiver by the court.  
(Emphasis added.)

3 69. The procedures for taking disciplinary action are as follows:

4 **NRS 604A.820 Procedure for taking disciplinary action;  
5 authorized disciplinary action; grounds.**

- 6
- 7 1. If the Commissioner has reason to believe that grounds for  
8 revocation or suspension of a license exist, he shall give 20  
9 days' written notice to the licensee stating the contemplated  
10 action and, in general, the grounds therefore and set a date  
11 for a hearing.
- 12
- 13 2. At the conclusion of a hearing, the Commissioner shall:
- 14 (a) Enter a written order dismissing the charges, revoking  
15 the license or suspending the license for a period of  
16 not more than 60 days, which period must include any  
17 prior temporary suspension. The Commissioner shall  
18 send a copy of the order to the licensee by registered  
19 or certified mail.
- 20 (b) **Impose upon the licensee an administrative fine  
21 of not more than \$10,000 for each violation** by the  
22 licensee of any provision of this chapter or any  
23 regulation adopted pursuant thereto.
- 24 (c) If a fine is imposed pursuant to this section, enter  
25 such order as is necessary to **recover the costs of  
26 the proceeding, including his investigative costs  
27 and attorney's fees.**  
(Emphasis added.)
- 28 3. **The grounds for revocation or suspension of a license are  
that:**
- (a) The licensee has failed to pay the annual license fee;
- (b) **The licensee, either knowingly or without any  
exercise of due care to prevent it, has violated  
any provision of this chapter or any lawful  
regulation adopted pursuant thereto;**
- (c) The licensee has failed to pay a tax as required  
pursuant to the provisions of chapter 363A of NRS;
- (d) Any fact or condition exists which would have justified  
the Commissioner in denying the licensee's original  
application for a license pursuant to the provisions of  
this chapter; or
- (e) The licensee:
- (1) Failed to open an office for the conduct of the  
business authorized by his license within 180  
days after the date his license was issued; or

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(2) Has failed to remain open for the conduct of the business for a period of 180 days without good cause therefore.

4. Any revocation or suspension applies only to the license granted to a person for the particular office for which grounds for revocation or suspension exist.

5. An order suspending or revoking a license becomes effective 5 days after being entered unless the order specifies otherwise or a stay is granted.

70. NRS 604A.900 provides in full as follows:

**NRS 604A.900 Remedies for certain willful violations.**

1. Except as otherwise provided in this section, **if a licensee willfully:**
  - (a) **Enters into a loan agreement for an amount of interest or any other charge or fee that violates the provisions of this chapter or any regulation adopted pursuant thereto;**
  - (b) **Demands, collects or receives an amount of interest or any other charge or fee that violates the provisions of this chapter or any regulation adopted pursuant thereto; or**
  - (c) **Commits any other act or omission that violates the provisions of this chapter or any regulation adopted pursuant thereto,**  
→ **the loan is void and the licensee is not entitled to collect, receive or retain any principal, interest or other charges or fees with respect to the loan.**
  
2. The provisions of this section do not apply if:
  - (a) A licensee shows by a preponderance of the evidence that the violation was not intentional and resulted from a bona fide error of computation, notwithstanding the maintenance of procedures reasonably adapted to avoid that error; and
  - (b) Within 60 days after discovering the error, the licensee notifies the customer of the error and makes whatever adjustments in the account are necessary to correct the error.  
(Emphasis added.)

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**RELIEF SOUGHT**

71. Based upon the allegations contained herein which constitute sufficient cause for disciplinary action against the licensee pursuant to the provisions of NRS Chapter 604A and NAC Chapter 604A, the Commissioner prays for relief as follows:

- A. That TITLEMAX be fined a monetary sum pursuant to the parameters defined at NRS 604A.820(2);
- B. That action be taken against TITLEMAX's license pursuant to the parameters defined at NRS 604A.820(2);
- C. That TITLEMAX pay the costs of the proceeding, including investigative costs, and attorney's fees pursuant to the parameters defined at NRS 604A.820(2);
- D. That TITLEMAX be ordered to desist and refrain from violating NRS 604A.210 and / or NRS 604A.445, and / or NAC 604A.230;
- E. That TITLEMAX'S willful violations result in a finding that the loans are VOID pursuant to NRS 604A.900; and
- F. For such other and further relief as the Administrative Law Judge may deem just and proper.

DATED this 6th day of October, 2015.

STATE OF NEVADA  
DEPARTMENT OF BUSINESS AND INDUSTRY  
FINANCIAL INSTITUTIONS DIVISION

By:   
\_\_\_\_\_  
GEORGE E. BURNS  
Commissioner

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**NOTICE OF HEARING**


THEREFORE, TITLEMAX is directed to answer in writing the Administrative Complaint for Disciplinary Action within 10 days from service and to serve the same upon the undersigned Deputy Attorney General. A hearing into this matter will be held at:

**The Nevada Financial Institutions Division, 2785 E. Desert Inn Rd., Suite 180, Las Vegas, Nevada 89121, beginning on October 27, 2015, through October 28, 2015, beginning each day at 10:00 a.m. until 5:00 p.m. or until the matter is concluded.**

The Administrative Law Judge will, at that time, take such action as may be just and proper pursuant to the proof and pertinent laws. TITLEMAX is entitled to be represented by counsel at the hearing, and to cross-examine witnesses, present evidence, and argue on its own behalf before a decision is made by the Commission. Should TITLEMAX fail to appear at the hearing, a decision may be reached in its absence.

DATED this 6th day of October, 2015.

FOR THE NEVADA ATHLETIC COMMISSION,  
DEPARTMENT OF BUSINESS AND INDUSTRY,  
STATE OF NEVADA

By:   
GEORGE E. BURNS  
Commissioner

SUBMITTED BY:  
ADAM PAUL LAXALT  
Attorney General

By: \_\_\_\_\_  
CHRISTOPHER ECCLES  
Deputy Attorney General

Attorney General's Office  
555 E. Washington, Suite 3900  
Las Vegas, NV 89101

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DATED this 6th day of October, 2015.

FOR THE NEVADA ATHLETIC COMMISSION,  
DEPARTMENT OF BUSINESS AND INDUSTRY,  
STATE OF NEVADA

By:   
GEORGE E. BURNS  
Commissioner

SUBMITTED BY:  
ADAM PAUL LAXALT  
Attorney General

By:   
CHRISTOPHER ECCLES  
Deputy Attorney General

**CERTIFICATE OF SERVICE**

I certify that I am an employee of the State of Nevada, Office of the Attorney General, and that on the \_\_\_\_ day of \_\_\_\_\_, 2015, I deposited in the U.S. mail, postage prepaid, via First Class Mail and Certified Return Receipt Requested, a true and correct copy of the foregoing **ADMINISTRATIVE COMPLAINT FOR DISCIPLINARY ACTION AND NOTICE OF HEARING**, addressed as follows:

Patrick J. Reilly, Esq.  
Joseph G. Went, Esq.  
Holland & Hart LLP  
9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134

*Attorneys for Respondent TITLEMAX*

**Certified Mail No.** \_\_\_\_\_

And to:

Corporation Trust Company of Nevada  
701 S. Carson Street, Suite 200  
Carson City, Nevada 89701

*Resident agent in Nevada for TITLEMAX of Nevada, Inc. d/b/a TITLEMAX*

**Certified Mail No.** \_\_\_\_\_

And to:

Victoria Newman, Esq.  
Compliance and Corporate Counsel for TITLEMAX of Nevada, Inc.  
15 Bull Street, Suite 200  
Savannah, Georgia 31401.

**Certified Mail No.** \_\_\_\_\_

\_\_\_\_\_  
An Employee of the Nevada Attorney General's Office

Attorney General's Office  
555 E. Washington, Suite 3900  
Las Vegas, NV 89101



CERTIFICATE OF SERVICE

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*Office of Attorney General*

I certify that I am an employee of the State of Nevada, ~~Department of Business and~~  
~~Industry, Financial Institutions Division,~~ and that on the 7<sup>th</sup> day of October, 2015, I  
deposited in the U.S. mail, postage prepaid, via First Class Mail and Certified Return Receipt  
Requested, a true and correct copy of the foregoing **ADMINISTRATIVE COMPLAINT FOR**  
**DISCIPLINARY ACTION AND NOTICE OF HEARING**, addressed as follows:

Patrick J. Reilly, Esq.  
Joseph G. Went, Esq.  
Holland & Hart LLP  
9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134

*Attorneys for Respondent TITLEMAX*

**Certified Mail No.** 7012 1010 0000 1177 1041

And to:

Corporation Trust Company of Nevada  
701 S. Carson Street, Suite 200  
Carson City, Nevada 89701

*Resident agent in Nevada for TITLEMAX of Nevada, Inc. d/b/a TITLEMAX*

**Certified Mail No.** 7012 1010 0000 1177 1034

And to:

Victoria Newman, Esq.  
Compliance and Corporate Counsel for TITLEMAX of Nevada, Inc.  
15 Bull Street, Suite 200  
Savannah, Georgia 31401.

**Certified Mail No.** 7012 1010 0000 1177 1027

*Debra Turman*  
An Employee of the Nevada Attorney General's Office

Attorney General's Office  
555 E. Washington, Suite 3900  
Las Vegas, NV 89101