

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ROME DIVISION**

COURTNEY BLACKMON,
individually, and on behalf of all others
similarly situated,

Plaintiff,

v.

TITLEMAX OF GEORGIA, INC. d/b/a
TITLEMAX, TMX FINANCE LLC,
and TRACY YOUNG,

Defendants.

CIVIL ACTION NO.
4:24-CV-00049-WMR

**DEFENDANTS TITLEMAX OF GEORGIA, INC.,
D/B/A TITLEMAX AND TMX FINANCE LLC’S ANSWER TO
PLAINTIFF’S FIRST AMENDED COMPLAINT**

Defendants TitleMax of Georgia, Inc., d/b/a TitleMax (“TitleMax”) and TMX Finance LLC (“TMX Finance”) (collectively, “Defendants”) by and through their attorneys, Jones Day, as and for their answer (the “Answer”) to the allegations contained in Plaintiff’s First Amended Class Action Complaint (the “Complaint”), dated May 10, 2024, Doc. No. 21, hereby state as follows:

Each paragraph of this Answer responds to the same numbered paragraph of the Complaint. The section headings set forth herein are included only for the purposes of organization and ease of reference, and Defendants deny any allegations

contained in the headings. Defendants deny all allegations of the Complaint, except those specifically admitted in this Answer.

As to all allegations claiming that TMX Finance takes any action, TMX Finance denies such allegation and states that it is a holding company that does not extend credit to consumers.

I. NATURE OF THE ACTION

1. Defendants state that Paragraph 1 contains no allegations for which a response is required. To the extent a response is required, Defendants deny all allegations contained in Paragraph 1.

2. Defendants state that the allegations in Paragraph 2 constitute a conclusion of law to which no response is required. To the extent a response is required, Defendants state that the Pawn Transaction Disclosure Statement and Security Agreement (“Pawn Agreement”) with TitleMax speaks for itself and deny any allegations inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 2.

3. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 3 and, on that basis, deny those allegations. To the extent that Plaintiff intended to refer to “Defendants” standard form Agreement in Paragraph 3, Defendants state that Exhibit 1 is a Pawn Agreement with TitleMax which speaks for itself and deny any allegations contained

in Paragraph 3 inconsistent therewith. Defendants deny all remaining allegations contained in Paragraph 3.

4. Defendants state that the allegations contained in Paragraph 4 reference the Military Lending Act (“MLA”), 10 U.S.C. § 987(f)(3), and contain conclusions of law to which no response is required. Defendants state that the MLA speaks for itself and, on that basis, deny the allegations contained in Paragraph 4 inconsistent therewith. Defendants deny all remaining allegations contained in Paragraph 4.

5. Defendants deny the allegations contained in Paragraph 5.

6. Defendants deny the allegations contained in Paragraph 6.

7. Defendants deny the allegations contained in Paragraph 7.

8. Defendants state that the Consumer Financial Protection Bureau (“CFPB”) Consent Order dated February 23, 2023, speaks for itself and deny any allegations contained in Paragraph 8 inconsistent therewith. Defendants deny all remaining allegations contained in Paragraph 8.

9. Defendants state that the allegations of Paragraph 9 constitute a conclusion of law to which no response is required. To the extent a response is required, Defendants deny all allegations contained in Paragraph 9.

10. Defendants state that Paragraph 10 contains allegations for which no response is required. To the extent a response is required, Defendants deny all allegations contained in Paragraph 10.

II. JURISDICTION AND VENUE

11. Defendants state that the allegations of Paragraph 11 constitute a conclusion of law to which no response is required. To the extent a response is required, Defendants admit that Plaintiff has invoked subject matter jurisdiction under 28 U.S.C. § 1331 and 10 U.S.C. § 987, et seq. Defendants deny the remaining allegations contained in Paragraph 11.

8. Defendants state that the allegations of Paragraph 8¹ constitute a conclusion of law to which no response is required. To the extent a response is required, Defendants admit that Plaintiff has invoked venue under 28 U.S.C. § 1391 and 10 U.S.C. § 987. Defendants deny the allegations contained in Paragraph 8, except TitleMax admits that it conducts business in this District and that Plaintiff's Pawn Agreements with TitleMax were agreed to in this District. Defendants deny the remaining allegations contained in Paragraph 8.

9. Defendants deny the allegations contained in Paragraph 9.

10. Defendants state that the allegations contained in Paragraph 10 purport to quote from a portion of Plaintiff's Pawn Agreement with TitleMax. Defendants

¹ Defendants state that Plaintiff's Complaint repeats numbering in Paragraphs 8–11 and includes two subsections (D) in Section V. Defendants respond to Plaintiff's allegations in the same manner as numbered in the Complaint and respond to the Paragraph numbers in the order listed in the Complaint for clarity purposes only.

state that Plaintiff's Pawn Agreement with TitleMax speaks for itself and, on that basis, deny any allegations contained in Paragraph 10 inconsistent therewith. Defendants deny all remaining allegations contained in Paragraph 10.

11. Defendants state that the allegations of Paragraph 11 constitute a conclusion of law to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 11, except TitleMax admits that it conducts business in Georgia, operates a store in Cartersville, Georgia, and issued pawns to Plaintiff at a location within this District.

12. Defendants state that the allegations of Paragraph 12 constitute a conclusion of law to which no response is required. To the extent a response is required, TMX Finance admits that its principal place of business was previously Savannah, Georgia, and it is now Carrollton, Texas. Defendants deny the remaining allegations contained in Paragraph 12.

III. THE PARTIES

13. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 13 and, on that basis, deny those allegations.

14. Defendants state that the allegations of Paragraph 14 contain a conclusion of law to which no response is required. To the extent a response is required, Defendants lack knowledge or information sufficient to form a belief as to

the truth of the allegations contained in Paragraph 14 and, on that basis, deny those allegations.

15. TitleMax admits that it is a for-profit corporation operating within the State of Georgia with its principal place of business previously located at 15 Bull Street, Suite 200, Savannah, GA 31401.

16. Defendants admit that TitleMax is a wholly-owned subsidiary of TMX Finance.

17. TMX Finance admits that it a citizen of the State of Delaware and to the extent it operates at all, it does so in the State of Georgia.

18. Defendants deny the allegations contained in Paragraph 18.

19. Defendants state that the allegations of Paragraph 19 contain a conclusion of law to which no response is required. To the extent a response is required, Defendants deny all allegations in Paragraph 19.

20. Defendants deny the allegations contained in Paragraph 20.

IV. OVERVIEW OF THE MILITARY LENDING ACT

21. Defendants state that the allegations in Paragraph 21 purport to summarize or reference investigations undertaken by the Department of Defense (“DOD”) to which no response is required. To the extent a response is required, Defendants state that the DOD Report speaks for itself and deny any allegations

inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 21.

22. Defendants state that the allegations in Paragraph 22 purport to summarize or reference investigations undertaken by the DOD to which no response is required. To the extent a response is required, Defendants state that the DOD Report speaks for itself and deny any allegations inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 22.

23. Defendants state that the allegations in Paragraph 23 purport to summarize or reference investigations undertaken by the DOD to which no response is required. To the extent a response is required, Defendants state that the DOD Report speaks for itself and deny any allegations inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 23.

24. Defendants deny the allegations contained in Paragraph 24.

25. Defendants state that the allegations in Paragraph 25 purport to summarize or quote statements by the DOD, and Defendants deny any allegations inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 25.

26. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 26 and, on that basis, deny those allegations.

V. FACTS

A. Plaintiff's Pawn Loans

27. Defendants deny the allegations contained in Paragraph 27.

28. Defendants deny the allegations contained in Paragraph 28..

29. Defendants deny the allegations contained in Paragraph 29.

30. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 30 and, on that basis, deny those allegations.

31. Defendants state that the allegations of Paragraph 31 contain a conclusion of law to which no response is required. To the extent a response is required, Defendants state that Plaintiff's Pawn Agreements with TitleMax speaks for themselves and deny any allegations inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 31.

i. Plaintiff's First Loan ("First Loan")

32. Defendants deny the allegations contained in Paragraph 32, except that TitleMax admits that Plaintiff visited its Cartersville, Georgia location on September 25, 2021, and met with a TitleMax employee to apply for a Pawn.

33. Defendants state that Exhibit 2 speaks for itself and deny any allegations contained in Paragraph 33 inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 33.

34. Defendants deny the allegations contained in Paragraph 34.

35. Defendants deny the allegations contained in Paragraph 35.

36. Defendants deny the allegations contained in Paragraph 36.

37. Defendants deny the allegations contained in Paragraph 37.

38. Defendants deny the allegations contained in Paragraph 38.

39. Defendants deny the allegations contained in Paragraph 39.

40. Defendants deny the allegations contained in Paragraph 40, except that TitleMax admits that Plaintiff's First Pawn Agreement ("First Pawn") with TitleMax was executed on September 25, 2021.

41. Defendants state that the First Pawn Agreement with TitleMax speaks for itself and deny any allegations contained in Paragraph 41 inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 41.

42. Defendants state that the First Pawn Agreement with TitleMax speaks for itself and deny any allegations contained in Paragraph 42 inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 42.

43. Defendants state that the First Pawn Agreement with TitleMax speaks for itself and deny any allegations contained in Paragraph 43 inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 43.

44. Defendants state that the First Pawn Agreement with TitleMax speaks for itself and deny any allegations contained in Paragraph 44 inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 44.

45. Defendants deny the allegations contained in Paragraph 45.

46. Defendants deny the allegations contained in Paragraph 46.

47. Defendants deny the allegations contained in Paragraph 47.

48. Defendants state that the First Pawn Agreement with TitleMax speaks for itself and deny any allegations contained in Paragraph 48 inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 48.

49. Defendants state that the First Pawn Agreement with TitleMax speaks for itself and deny any allegations contained in Paragraph 49 inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 49.

ii. Plaintiff's Second Loan ("Second Loan")

50. Defendants deny the allegations contained in Paragraph 50, except TitleMax admits Plaintiff's Second Pawn Agreement ("Second Pawn") with TitleMax was executed on July 27, 2022.

51. Defendants deny the allegations contained in Paragraph 51.

52. Defendants deny the allegations contained in Paragraph 52.

53. Defendants state that the Second Pawn Agreement with TitleMax speaks for itself and deny any allegations contained in Paragraph 53 inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 53.

54. Defendants state that the Second Pawn Agreement with TitleMax speaks for itself and deny any allegations contained in Paragraph 54 inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 54.

55. Defendants deny the allegations contained in Paragraph 55.

56. Defendants state that the Second Pawn Agreement with TitleMax speaks for itself and deny any allegations contained in Paragraph 56 inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 56.

57. Defendants state that the Second Pawn Agreement with TitleMax speaks for itself and deny any allegations contained in Paragraph 57 inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 57.

58. Defendants deny the allegations contained in Paragraph 58.

59. Defendants deny the allegations contained in Paragraph 59.

60. Defendants state that the Second Pawn Agreement with TitleMax speaks for itself and deny any allegations contained in Paragraph 60 inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 60.

61. Defendants state that the Second Pawn Agreement with TitleMax speaks for itself and deny any allegations contained in Paragraph 61 inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 61.

62. Defendants state that the Second Pawn Agreement with TitleMax speaks for itself and deny any allegations contained in Paragraph 62 inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 62.

63. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 63 and, on that basis, deny those allegations.

64. Defendants deny the allegations contained in Paragraph 64, except TitleMax admits that Plaintiff's Pawn Agreement with TitleMax was executed in electronic form.

65. Defendants deny the allegations contained in Paragraph 65.

B. TMX's Business Model

66. TMX Finance admits that it is a privately held company headquartered in Carrollton, Texas. TMX Finance denies the remaining allegations contained in Paragraph 66 on the basis that TMX Finance is a holding company that does not extend credit to consumers. Defendants deny the remaining allegations in Paragraph 66.

67. Defendants deny the allegations contained in Paragraph 67.

68. Defendants deny the allegations contained in Paragraph 68.

69. Defendants deny the allegations contained in Paragraph 69.

70. Defendants deny the allegations contained in Paragraph 70.

71. Defendants deny the allegations contained in Paragraph 71.

72. Defendants deny the allegations contained in Paragraph 72.

73. Defendants deny the allegations contained in Paragraph 73.

74. Defendants deny the allegations contained in Paragraph 74.

75. Defendants state that the allegations contained in Paragraph 75 contain a conclusion of law to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 75.

76. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 76 and, on that basis, deny those allegations.

77. Defendants deny the allegations contained in Paragraph 77.

78. Defendants deny the allegations contained in Paragraph 78.

79. Defendants denies the allegations contained in Paragraph 79.

80. Defendants deny the allegations contained in Paragraph 80.

81. Defendants deny the allegations contained in Paragraph 81.

82. Defendants deny the allegations contained in Paragraph 82.

83. Defendants deny the allegations contained in Paragraph 83.

84. Defendants deny the allegations contained in Paragraph 84.
85. Defendants deny the allegations contained in Paragraph 85.
86. Defendants deny the allegations contained in Paragraph 86.
87. Defendants deny the allegations contained in Paragraph 87.
88. Defendants deny the allegations contained in Paragraph 88.
89. Defendants deny the allegations contained in Paragraph 89.
90. Defendants deny the allegations contained in Paragraph 90.
91. Defendants deny the allegations contained in Paragraph 91.
92. Defendants deny the allegations contained in Paragraph 92.
93. Defendants deny the allegations contained in Paragraph 93.
94. Defendants deny the allegations contained in Paragraph 94.
95. Defendants deny the allegations contained in Paragraph 95.
96. Defendants deny the allegations contained in Paragraph 96.
97. Defendants deny the allegations contained in Paragraph 97.
98. Defendants deny the allegations contained in Paragraph 98.
99. Defendants deny the allegations contained in Paragraph 99.
100. Defendants deny the allegations contained in Paragraph 100.
101. Defendants deny the allegations contained in Paragraph 101.
102. Defendants deny the allegations contained in Paragraph 102.
103. Defendants deny the allegations contained in Paragraph 103.

104. Defendants deny the allegations contained in Paragraph 104.

105. Defendants deny the allegations contained in Paragraph 105.

106. Defendants deny the allegations contained in Paragraph 106, except TMX Finance admits that it owns the brand names and trademarks of TitleMax, TitleBucks, and Instalogs.

107. Defendants deny the allegations contained in Paragraph 107.

108. Defendants deny the allegations contained in Paragraph 108.

109. Defendants deny the allegations contained in Paragraph 109.

110. Defendants deny the allegations contained in Paragraph 110.

111. Defendants deny the allegations contained in Paragraph 111.

112. Defendants deny the allegations contained in Paragraph 112.

113. Defendants deny the allegations contained in Paragraph 113.

114. Defendants deny the allegations contained in Paragraph 114.

115. Defendants deny the allegations contained in Paragraph 115.

116. Defendants deny the allegations contained in Paragraph 116.

117. Defendants deny the allegations contained in Paragraph 117.

118. Defendants deny the allegations contained in Paragraph 118.

119. Defendants deny the allegations contained in Paragraph 119.

120. Defendants deny the allegations contained in Paragraph 120.

C. Tracy Young

121. Defendants deny the allegations contained in Paragraph 121.

122. Defendants deny the allegations contained in Paragraph 122.

123. Defendants deny the allegations contained in Paragraph 123.

124. Defendants deny the allegations contained in Paragraph 124.

125. Defendants deny the allegations contained in Paragraph 125.

126. Defendants deny the allegations contained in Paragraph 126.

127. Defendants deny the allegations contained in Paragraph 127.

128. Defendants deny the allegations contained in Paragraph 128.

129. Defendants deny the allegations contained in Paragraph 129.

130. Defendants deny the allegations contained in Paragraph 130.

131. Defendants deny the allegations contained in Paragraph 131.

132. Defendants deny the allegations contained in Paragraph 132.

133. Defendants deny the allegations contained in Paragraph 133.

134. Defendants deny the allegations contained in Paragraph 134.

135. Defendants deny the allegation contained in Paragraph 135.

136. Defendants deny the allegation contained in Paragraph 136.

137. Defendants deny the allegation contained in Paragraph 137.

138. Defendants deny the allegation contained in Paragraph 138.

139. Defendants deny the allegation contained in Paragraph 139.

140. Defendants deny the allegation contained in Paragraph 140.

141. Defendants deny the allegation contained in Paragraph 141.

142. Defendants deny the allegations contained in Paragraph 142.

143. Defendants state that the allegations in Paragraph 143 attempt to paraphrase or summarize the contents of the CFPB Consent Order, but state that Plaintiff's attempt to do so is incomplete, misleading, and out of context, and, on that basis, deny the allegations contained in Paragraph 143. Defendants state that the CFPB Consent Order speaks for itself and deny any allegations inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 143.

D. The Military Lending Act Prohibits TMX's Title Pawn Loans

144. Defendants state that the allegations of Paragraph 144 constitute a conclusion of law to which no response is required. To the extent a response is required, Defendants state that Paragraph 144 purports to reference certain sections of the MLA, 10 U.S.C. § 987, 32 C.F.R. § 232.2. Defendants state that the MLA speaks for itself, and, on that basis, deny any allegations contained in Paragraph 144 inconsistent therewith. Defendants deny all remaining allegations contained in Paragraph 144.

145. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 145 and, on that basis, deny those allegations.

146. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 146 and, on that basis, deny those allegations.

147. Defendants state that the allegations of Paragraph 147 constitute a conclusion of law to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 147.

148. Defendants state that the allegations of Paragraph 148 constitute a conclusion of law to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 148.

149. Defendants state that the allegations of Paragraph 149 constitute a conclusion of law to which no response is required. To the extent a response is required, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 149 and, on that basis, deny those allegations.

D. The Consumer Financial Protection Bureau (“CFPB”), TMX, TitleMax, and Young entered into a Consent Order (the “Consent Order”) as a result of Defendants’ illegal title pawn loans to thousands of Covered Borrowers

150. Defendants state that the CFPB Consent Order speaks for itself and deny any allegations contained in Paragraph 150 inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 150.

151. Defendants deny the allegations contained in Paragraph 151.

152. Defendants deny the remaining allegations in Paragraph 152.

153. Defendants state that the allegations in Paragraph 153 attempt to paraphrase or summarize the contents of the CFPB Consent Order entered on February 23, 2023, but state that Plaintiff's attempt to do so is incomplete, misleading, and out of context, and, on that basis, deny the allegations contained in Paragraph 153.

Defendants state that the CFPB Consent Order speaks for itself, and, on that basis, deny any allegations contained in Paragraph 153 inconsistent therewith. Defendants deny the remaining allegations in Paragraph 153.

154. Defendants deny the allegations contained in Paragraph 154.

VI. CLASS ALLEGATIONS

155. Defendants admit that Plaintiff has initiated this case as a class action and purported to state a proposed class. Defendants deny the remaining allegations contained in Paragraph 155.

156. Defendants state that Paragraph 157 contains no allegations for which a response is required. To the extent that a response is required, Defendants deny all allegations contained in Paragraph 157.

157. Defendants state that Paragraph 157 contains no allegations for which a response is required. To the extent that a response is required, Defendants deny all allegations contained in Paragraph 157.

158. Defendants state that Paragraph 158 contains no allegations for which a response is required. To the extent that a response is required, Defendants deny all allegations contained in Paragraph 158.

Rule 23(a) Criteria

159. Defendants state that the allegations of Paragraph 159 constitute a conclusion of law to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 159.

160. Defendants deny the allegations contained in Paragraph 160.

161. Defendants deny the allegations contained in Paragraph 161.

162. Defendants state that the allegations of Paragraph 162 constitute a conclusion of law to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 162.

163. Defendants state that the allegations of Paragraph 163 constitute a conclusion of law to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 163.

164. Defendants state that the allegations of Paragraph 164 constitute a conclusion of law to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 164.

165. Defendants state that the allegations of Paragraph 165 constitute a conclusion of law to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 165.

Rule 23(b) Criteria

166. Defendants state that the allegations of Paragraph 166 constitute a conclusion of law to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 166.

167. Defendants deny the allegations contained in Paragraph 167.

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

168. Defendants incorporate by reference their responses to the allegations contained in Paragraphs 1 through 167 as if set forth fully herein.

169. Defendants state that the allegations of Paragraph 168 constitute a conclusion of law to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 166.

170. Defendants state that the allegations of Paragraph 170 constitute a conclusion of law to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 170.

171. Defendants deny the allegations contained in Paragraph 171.

A. Interest Rate Cap Violations

172. Defendants deny the allegations contained in Paragraph 172.

173. Defendants state that Plaintiff's Pawn Agreements with TitleMax speak for themselves and deny any allegations in Paragraph 173 inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 173.

174. Defendants deny the allegations contained in Paragraph 174.

175. Defendants deny the allegations contained in Paragraph 175.

B. MLA Disclosure Violations

176. Defendants state that the allegations in Paragraph 176 purport to quote or paraphrase a portion of the MLA, 10 U.S.C. § 987(c)(1)(A), and its implementing regulation, 32 C.F.R. § 232.6. To the extent a response is required, Defendants state that the MLA speaks for itself and, on that basis, deny any allegations inconsistent therewith. Defendants deny all remaining allegations in Paragraph 176.

177. Defendants state that Plaintiff's Pawn Agreements with TitleMax speak for themselves and deny any allegations contained in Paragraph 177 inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 177.

178. Defendants deny the allegations contained in Paragraph 178.

179. Defendants state that Plaintiff's Pawn Agreements with TitleMax speak for themselves and deny any allegations contained in Paragraph 179 inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 179.

180. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 180 and, on that basis, deny those allegations.

181. Defendants deny the allegations contained in Paragraph 181.

C. Class Action Ban and Waiver of Jury Trial Violations

182. Defendants state that the allegations in Paragraph 182 purport to quote or paraphrase a portion of the MLA, 10 U.S.C. § 987(e)(2). To the extent a response is required, Defendants state that the MLA speaks for itself and, on that basis, deny any allegations inconsistent therewith. Defendants deny all remaining allegations contained in Paragraph 182.

183. Defendants state that Plaintiff's Pawn Agreements with TitleMax speak for themselves and deny any allegations contained in Paragraph 183 inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 183.

184. Defendants state that Plaintiff's Pawn Agreements with TitleMax speak for themselves and deny any allegations contained in Paragraph 184 inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 184.

185. Defendants state that Plaintiff's Pawn Agreements with TitleMax speak for themselves and deny any allegations contained in Paragraph 185 inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 185.

186. Defendants state that the allegations of Paragraph 186 constitute a conclusion of law to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 186.

187. Defendants deny the allegations contained in Paragraph 187.

D. Mandatory Binding Arbitrations Clause Violations

188. Defendants state that the allegations in Paragraph 188 purport to paraphrase a portion of the MLA, 10 U.S.C. § 987(e)(3). To the extent a response is required, Defendants state that the MLA speaks for itself and, on that basis, deny any allegations inconsistent therewith. Defendants deny all remaining allegations contained in Paragraph 188.

189. Defendants state that Plaintiff's Pawn Agreements with TitleMax speak for themselves and deny any allegations contained in Paragraph 189 inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 189.

190. Defendants state that Plaintiff's Pawn Agreements with TitleMax speak for themselves and deny any allegations contained in Paragraph 190 inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 190.

191. Defendants state that Plaintiff's Pawn Agreements with TitleMax speak for themselves and deny any allegations contained in Paragraph 191 inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 191.

192. Defendants state that Plaintiff's Pawn Agreements with TitleMax speak for themselves and deny any allegations contained in Paragraph 192 inconsistent therewith. Defendants deny the remaining allegations contained in Paragraph 192.

193. Defendants deny the allegations contained in Paragraph 193.

E. Security Interest Violations

194. Defendants deny the allegations contained in Paragraph 194.

195. Defendants deny the allegations contained in Paragraph 195.

196. Defendants deny the allegations contained in Paragraph 196.

197. Defendants deny the allegations contained in Paragraph 197.

198. Defendants deny the allegations contained in Paragraph 198.

199. Defendants deny the allegations contained in Paragraph 199.

200. Defendants deny the allegations contained in Paragraph 200.

201. Defendants deny the allegations contained in Paragraph 201.

202. Defendants deny the allegations contained in Paragraph 202.

203. Defendants deny the allegations contained in Paragraph 203.

F. Refinance Loan Violations

204. Defendants deny the allegations contained in Paragraph 204.

205. Defendants deny the allegations contained in Paragraph 205.

206. Defendants deny the allegations contained in Paragraph 206.

207. Defendants deny the allegations contained in Paragraph 207.

208. The allegations contained in Paragraph 208 purport to quote from a portion of the MLA, 10 U.S.C. § 987(f)(3). Defendants state that the MLA speaks for itself, and, on that basis, deny the allegations contained in Paragraph 208 inconsistent therewith. Defendants deny all remaining allegations contained in Paragraph 208.

209. Defendants deny the allegations contained in Paragraph 209.

210. Defendants deny the allegations contained in Paragraph 210.

211. Defendants deny the allegations contained in Paragraph 211.

212. Defendants deny the allegations contained in Paragraph 212.

AFFIRMATIVE AND OTHER DEFENSES

Without assuming the burden of proof on any defenses for which the burden rests upon Plaintiff, regardless of how such defenses are denominated herein, and without waiving defenses not raised below that it need not plead at this time, Defendants assert the following defenses with respect to the Complaint. Defendants reserve the right to amend this Answer if additional defenses, counterclaims, or third-party claims become apparent through the course of this action.

1. Plaintiff fails to state a claim against Defendants upon which relief may be granted.

2. Plaintiff lacks standing to sue Defendants because she cannot establish a redressable concrete injury-in-fact traceable to any conduct or actions on the part of Defendants.

3. Plaintiff lacks standing to sue TMX Finance because she cannot establish that TMX Finance entered into any pawn agreement with her and there are no grounds under which to find it derivatively liable for TitleMax's alleged conduct or to ignore the corporate form.

4. Plaintiff lacks standing to sue Defendants, because her claims are moot as the CFPB Consent Order already provides her the requested relief.

5. Plaintiff's claims are barred, in whole or in part, by the applicable statute of limitations.

6. Plaintiff's claims against TMX Finance are barred because TMX Finance is not a "creditor" under the MLA as defined in 32 C.F.R. §232.3.

7. Plaintiff's claims relating to refinancing of her pawns are barred against Defendants because neither Defendant is a "creditor" for the purposes of a MLA refinancing claim as defined in 32 C.F.R. §232.8(a).

8. Plaintiff's claims are barred, in whole or in part, because Plaintiff's claims were released when the CFPB entered the Consent Order, dated February 23, 2023, on Plaintiff's behalf.

9. Plaintiff's claims are barred, in whole or in part, under the doctrine of res judicata and collateral estoppel.

10. Plaintiff's claims are barred by unclean hands.

11. Plaintiff's claims are barred, in whole or in part, to the extent that they have been released, settled, resolved through an accord and satisfaction, waived, or otherwise compromised.

12. Plaintiff's claims are barred, in whole or in part, because Plaintiff would be unjustly enriched if she were allowed to recover any of the relief sought in the Complaint.

13. Plaintiff's claims are barred, in whole or in part, because of fraud in the inducement in entering the alleged Pawns under false pretenses, specifically representing that she was not a "covered borrower" under the MLA and applying with a false social security number.

14. To the extent Plaintiff seeks equitable relief, she is not entitled to that relief because she has an adequate remedy at law.

15. Plaintiff lacks standing to seek injunctive or declaratory relief, because the Pawns at issue have been fully performed and her vehicle title returned and there is no risk of future harm.

16. Plaintiff's claims are barred, in whole or in part, because any alleged conduct or actions on the part of Defendants was not intentional and TitleMax maintained procedures reasonably adapted to avoid any alleged errors. *See* 10 U.S.C. § 987(f)(5)(D).

17. Plaintiff's asserted damages against Defendants, if any, are barred or should be reduced based on Plaintiff's failure to mitigate her damages.

Dated: January 28, 2025

By: /s/ Kendall Runyan

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*Counsel for Defendants TitleMax of
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Finance LLC*

CERTIFICATE OF COMPLIANCE

Pursuant to Local Rule 7.1(D), I hereby certify that this motion has been prepared in Times New Roman, 14-point font, which is one of the fonts approved by Local Rule 5.1(C).

Dated: January 28, 2025

/s/ Kendall Runyan

Kendall Runyan

Georgia Bar No. 341046

*An Attorney for Defendants TitleMax
of Georgia, Inc., d/b/a TitleMax and
TMX Finance LLC*

CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the above Defendants TitleMax of Georgia, Inc., d/b/a TitleMax and TMX Finance LLC's Answer to Plaintiff's First Amended Complaint with the Clerk of Court using the CM/ECF system, which will automatically send email notifications of such filing to all attorneys of record.

Dated: January 28, 2025

/s/ Kendall Runyan

Kendall Runyan
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