

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

WILLIAM DEJOLIE and
SAMMIA DEJOLIE,
on their own behalf and
on behalf of all others similarly situated

Plaintiffs,

v.

T&R MARKET, INC.,
TANCORDE FINANCE, INC., and
T&R TAX SERVICE, INC.,

Defendants.

CLASS ACTION COMPLAINT FOR DAMAGES

1. Every year, Defendants make thousands of high-cost tax refund anticipation loans to people living on and around the Navajo Nation in northwest New Mexico.
2. “Refund anticipation loans (RALs) are loans secured by and repaid directly from the proceeds of a consumer’s tax refund from the Internal Revenue Service (IRS) . . . RALs drain hundreds of millions of dollars from the pockets of consumers and the U.S. Treasury. They target the working poor, especially those who receive the Earned Income Tax Credit (EITC), a refundable credit intended to boost low-wage workers out of poverty.”¹
3. Defendants compounded the inherently predatory nature of tax refund anticipation loans by engaging in widespread and intentional deception of their customers.
4. In each of Defendants’ tax refund anticipation loans since November of 2014,

¹ http://www.nclc.org/images/pdf/high_cost_small_loans/report-ral-2010.pdf

Defendants uniformly under-disclosed the Finance Charge and Annual Percentage Rate, deceiving their customers and giving themselves an unfair competitive advantage.

5. In addition, Defendants unlawfully collected fees from customers' tax refunds in excess of what was permitted by contract.
6. Defendants knew that they were breaking the law because they recently were sued for nearly identical misconduct. *Chester v. Tancorde Finance, Inc.*, No. 1:14-cv-00092-LAM-GBW (D.N.M., filed February 1, 2014).
7. Plaintiffs assert causes of action for Defendants' violations of the federal Truth in Lending Act, 15 U.S.C. §§ 1601 *et seq.* ("TILA"), the New Mexico Unfair Practices Act N.M.S.A 1978 §§ 57-12-1 *et seq.* ("UPA"), and for conversion, willful breach of contract, unjust enrichment, and civil conspiracy.
8. Plaintiffs seek remedies for themselves and the many other consumers who were injured by Defendants' deceptive practices.

Jurisdiction

9. This Court has jurisdiction under the TILA, 15 U.S.C. §1640(e), and pursuant to 28 U.S.C. §§1331 and 1337. The Court has supplemental jurisdiction over state law claims under 28 U.S.C. §1367.
10. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391(b) because Defendant is located in this district and a substantial portion of the events giving rise to this complaint occurred within the district.

Parties

11. Plaintiffs William DeJolie and Sammia DeJolie, a husband and wife, are residents of

Crownpoint, New Mexico. They are members of the Navajo Nation. They are “consumers” as defined by the TILA, 15 U.S.C. §1602(i) and Regulation Z, 12 C.F.R. §1026.2(a)(11).

12. Defendant T&R Market, Inc. (“T&R Market”) is a New Mexico corporation with its principal place of business in Gallup, New Mexico. It is a “creditor,” as defined in the TILA, 15 U.S.C. §1602(g), and Regulation Z, 12 C.F.R §1026.2(a)(17). The transactions described herein were made in the regular course of T&R Market’s trade or commerce.
13. T&R Market operates a complex of retail stores on Highway 491 on the north end of Gallup, New Mexico, including a grocery store, gas station, western wear store, and feed and ranch supply store.
14. T&R Market also has a pawn and jewelry businesses at the Highway 491 complex and inside Gallup’s Rio West Mall.
15. T&R Market is the parent company of Defendants Tancorde Finance, Inc., and T&R Tax Service, Inc., all of which are part of a joint enterprise for the purpose of making tax refund anticipation loans.
16. Defendants agreed to share their money, property, employees, and time in pursuit of their tax refund anticipation loan business. They share the profits and losses of the business and they are subject to mutual control over the business.
17. Defendant Tancorde Finance, Inc. (“Tancorde”) is a New Mexico corporation with its principal place of business in Gallup, New Mexico. It is a “creditor,” as defined in the TILA, 15 U.S.C. §1602(g), and Regulation Z, 12 C.F.R §1026.2(a)(17). The transactions described herein were made in the regular course of Tancorde’s trade or

commerce.

18. Tancorde has no physical location or employees, but it is identified as the creditor in all tax refund anticipation loans made by Defendants.
19. Defendant T&R Tax Service, Inc. (“T&R Tax Service”) is a New Mexico corporation with its principal place of business in Gallup, New Mexico. It is a “creditor,” as defined in the TILA, 15 U.S.C. §1602(g), and Regulation Z, 12 C.F.R §1026.2(a)(17). The transactions described herein were made in the regular course of T&R Tax Service’s trade or commerce.
20. T&R Tax Service has offices at T&R Market’s Highway 491 complex, in Gallup’s Rio West Mall, and in Farmington, New Mexico, Shiprock, New Mexico, and Chinle, Arizona.

The Truth in Lending Act

21. For nearly fifty years, the TILA has required “meaningful disclosure of credit terms so that the consumer will be able to compare more readily the various credit terms available to him.” 15 U.S.C. §1601.
22. Central to the TILA is the requirement that the creditor disclose the “Finance Charge” of the loan, consisting of “all charges, payable directly or indirectly by the person to whom the credit is extended, and imposed directly or indirectly by the creditor as an incident to the extension of credit.” 15 U.S.C. §1605(a).
23. Charges that do not qualify as Finance Charges are disclosed as the “Amount Financed.” 15 U.S.C. §1602(a)(2)(A).
24. The creditor must use the disclosed Finance Charge to calculate the “Annual Percentage Rate” (“APR”) of the loan. 15 U.S.C. § 1606.

25. The uniform disclosure of the Finance Charge and APR allow the consumer to make informed decisions about the cost of credit, and prevent the creditor from gaining an unfair competitive advantage by misleading the consumer.
26. Compliance with the TILA is simple. The Consumer Financial Protection Bureau provides forms that comply with the TILA. *See, e.g.* 12 C.F.R. §1026, Appendix H.² The Office of Comptroller of the Currency offers a free online APR calculator.³

Defendants Make Predatory Tax Refund Anticipation Loans

27. Defendants make thousands of tax refund anticipation loans each year.
28. Defendants make tax refund anticipation loans from all of their locations: the Highway 491 complex, the Rio West Mall, and from the offices in Farmington, New Mexico, Shiprock, New Mexico, and Chinle, Arizona.
29. All of Defendants' tax refund anticipation loans are consumer credit transactions within the meaning of TILA, 15 U.S.C. §1602(f), (i), and Regulation Z, 12 C.F.R. §1026.2(a)(12), (14).
30. Every tax year, Defendants offer two kinds of tax refund anticipation loans.
31. First, Defendants offer what they call "Holiday Instant Cash Loans" ("Holiday Loans") to customers in November and December, before tax season.
32. The process for receiving a Holiday Loan from Defendants' Rio West Mall location illustrates the manner in which Defendants work in concert to make tax refund anticipation loans.
33. Defendants share space in the Rio West Mall, part of which is used for a T&R Tax

² https://www.consumerfinance.gov/eregulations/1026-H/2016-14782_20160627#1026-H

³ <https://www.occ.treas.gov/tools-forms/tools/compliance-bsa/aprwin-software.html>

Service office, and part of which is a separate T&R Market pawn and jewelry store.

34. To receive a Holiday Loan, the customer first visits the T&R Tax Service office.

35. At the T&R Tax Service office, a T&R Market employee prepares a loan application with the customer and collects supporting documents.

36. The loan application is provided to a T&R Tax Service employee.

37. Because W-2s have not yet been issued at the time a Holiday Loan is offered, the tax return cannot yet be prepared and T&R Tax Service must estimate the refund.

38. If the customer is determined to be eligible for a Holiday Loan based on the estimated refund, the customer proceeds to T&R Market's pawn and jewelry store to sign a contract and receive the loan proceeds.

39. The contract identifies Tancorde as the creditor.

40. The contract states that the customer is obligated to repay the loan proceeds plus a Finance Charge.

41. Defendants charge predatory APRs in their Holiday Loans, and as set forth below, the true APR is considerably higher than the disclosed APR.

42. As part of receiving a Holiday Loan, the customer agrees to return to T&R Tax Service once W-2s have been received, so that T&R Tax Service can prepare the customer's tax return and arrange for the Holiday Loan to be repaid from the tax refund.

43. Beginning in January, when the customer returns with W-2s, T&R Tax Service prepares the tax return for a fee.

44. T&R Tax Service defers payment of the tax preparation fee until the refund is received.

45. Once T&R Tax Service prepares the customer's tax return, Defendants offer the second type of tax refund anticipation loan, called an "Instant Cash Loan" ("Refund Loan").
46. Refund Loans are similar to Holiday Loans, except that credit is extended based on the refund claimed in the actual tax return, instead of an estimate of the expected tax refund.
47. Like the Holiday Loans, although Tancorde is identified as the creditor, Defendants act in concert to make Refund Loans to their customers.
48. Like the Holiday Loans, Refund Loans have predatory APRs.
49. In both kinds of tax refund anticipation loans, T&R Tax Service arranges for the customer's refund to be deposited in a bank account belonging to T&R Market.
50. When T&R Market receives the refund, it pays off all loans from Tancorde and the tax preparation fee from T&R Tax Service. Then it refunds the remainder to the customer.
51. In all of its tax refund anticipation loans to thousands of customers, including Plaintiffs, Defendants imposed hidden charges, deceptively understated the APR, and engaged in other unlawful and deceptive conduct.

Defendants Made a Deceptive Holiday Loan to Mr. and Mrs. DeJolie

52. In November of 2016, Mr. and Mrs. DeJolie needed money to travel and buy food for Thanksgiving, and to pay other bills.
53. Mr. and Mrs. DeJolie were aware that various Gallup lenders offered tax refund anticipation loans, so they decided to apply for one.
54. Mr. and Mrs. DeJolie went to T&R Tax Service in the Rio West Mall.

55. Employees asked Mr. and Mrs. DeJolie for documents and information in order to estimate their 2016 tax refund.
56. After reviewing this information, employees told Mr. and Mrs. DeJolie that their estimated refund was more than \$8,000.
57. On this basis, Defendants approved a Holiday Loan of \$1,250.
58. Mr. and Mrs. DeJolie went to the pawn and jewelry store and signed a document entitled “Holiday Instant Cash Loan Agreement & Truth in Lending Disclosures Statement” (“the Contract”). A copy of the Contract is attached to this Complaint as Exhibit 1.
59. Defendants used an identical or substantially similar form contract in all of its Holiday Loans starting in November of 2014.
60. The Contract stated that Mr. and Mrs. DeJolie were required to make two payments of \$762.50, the first on November 23, 2016 and the second two weeks later, for a “Total of Payments” of \$1,525.
61. The Total of Payments consisted of the return of principal of \$1,250, plus a \$250 “Finance Charge,” plus a \$25 “Document Fee.”
62. The Document Fee was a charge imposed as an incident to the extension of credit, and as such, it was a Finance Charge under the TILA. 15 U.S.C. §1605(a).
63. However, in violation of the TILA, Defendants disclosed the Document Fee as part of the Amount Financed, not the Finance Charge.
64. The effect of misallocating the Document Fee as an Amount Financed instead of a Finance Charge was to make the loan appear cheaper than it really was by depressing the “Annual Percentage Rate” (“APR”).

65. Defendants incorrectly disclosed the Document Fee as an Amount Financed in all of their Holiday Loans and Tax Refund Loans since November of 2014.
66. The Contract stated that the APR was a shocking 264%.
67. However, the true APR was much higher.
68. Even disregarding the misrepresentation of the Document Fee as an Amount Financed, the APR on the loan should have been disclosed at about 333%.
69. If the Document Fee had been properly identified as a Finance Charge, the APR would have been 373%.
70. Including the hidden charges that Mr. and Mrs. DeJolie later discovered, **the true APR was an unconscionable 385%!**
71. In short, Defendants grossly understated the APR in the Contract. For reference, the TILA has a tolerance for inaccuracies less than 1/8 of 1%. 15 U.S.C. §1606(c). Defendants' misstatement of the APR was almost 1,000 times the tolerance for error allowed by the TILA.
72. Defendants understated the APR by more than 1/8 of 1% in all of its Holiday Loans and Refund Loans since November of 2014.
73. Mr. and Mrs. DeJolie were unaware of Defendants' deception.
74. Defendants gave Mr. and Mrs. DeJolie the Holiday Loan proceeds, and Mr. and Mrs. DeJolie agreed to return once they received their W-2s.
75. True to their word, Mr. and Mrs. DeJolie returned to the T&R Tax Service office in the Rio West Mall on March 17, 2017, to prepare their tax return.
76. T&R Tax Service prepared their tax return, for which Mr. and Mrs. DeJolie agreed to pay a tax preparation fee of \$145. A copy of the invoice is attached to this Complaint

as Exhibit 2.

77. Defendants told Mr. and Mrs. DeJolie that it would later withdraw \$145 from their tax refund to pay this fee.

78. T&R Market received Mr. and Mrs. DeJolie's federal tax refund a few days later.

79. On April 5, 2017, Mr. and Mrs. DeJolie went T&R Market's Highway 491 pawn location to receive their refund.

80. Defendants provided Mr. and Mrs. DeJolie with a "Closeout Sheet" stating that Defendants owed Mr. and Mrs. DeJolie \$840.20 after the deduction of various amounts from the refund. A copy of the Closeout Sheet is attached to this Complaint as Exhibit 3.

81. The deductions included the \$1,525 Total of Payments from the Contract.

82. The deductions also included the tax preparation fee, but instead of \$145, Defendants took \$157.05.

83. Defendants had no contractual right to collect more than \$145 for the tax preparation fee.

84. In all of its Holiday Loans and Refund Loans since November of 2014, Defendants collected more than the agreed-upon tax preparation fee.

85. The deductions also disclosed a "Credit Check Fee" of \$9.75.

86. Defendants did not previously disclose the Credit Check Fee, and they had no right under contract to collect it.

87. The Credit Check Fee was a charge imposed as an incident to the extension of credit, and as such, it was a Finance Charge under the TILA. 15 U.S.C. §1605(a).

88. In all of their Holiday Loans and Refund Loans since November of 2014, Defendants

secretly charged a Credit Check Fee, and failed to include it in the disclosed Finance Charge on the face of its loan contracts.

89. Mr. and Mrs. DeJolie were injured by Defendants' misconduct, including by being deceived into entering into a loan that had a higher Finance Charge and APR than the disclosed amounts, by being forced to pay a tax preparation fee greater than that for which they contracted, and by being forced to pay an undisclosed Credit Check Fee.

Mr. and Mrs. DeJolie Bring this Case as a Class Action

90. Plaintiffs are the representatives of a class of all persons who entered into tax refund anticipation loans with Defendants starting November 1, 2014.
91. The class is so numerous that joinder of all members is impracticable. Plaintiffs believe the number of members of the class exceeds 1,000 persons.
92. This action is based on standard practices of Defendants, who entered into loans using the same form contracts, uniformly under-disclosed the Finance Charge and APR, uniformly charged more than the agreed upon tax preparation fee, and uniformly charged a secret Credit Check Fee.
93. The issues involve questions of law or fact common to the class, which Plaintiffs have recited in detail throughout this Complaint. These questions predominate over any questions affecting only individual class members. The common questions include:
- a. Whether Defendants' standard loan contract disclosures violated the TILA;
 - b. Whether Defendants' deceptive conduct violated the UPA;
 - c. Whether Defendants' conduct constituted conversion;
 - d. Whether Defendants' conduct constituted willful breach of contract; and

e. Whether Defendants' conduct constituted unjust enrichment.

94. Plaintiffs' claims are typical of those of the class members. All claims are based on the same factual and legal theories. All claims arise from the same form documents and uniform business practices.
95. Plaintiffs will fairly and adequately represent the class. Plaintiffs are committed to litigating this matter. They have retained counsel experienced in handling class claims and claims involving unlawful business practices. Neither Plaintiffs nor class counsel have any interests which might cause them not to pursue this claim vigorously.
96. A class action is superior for the fair and efficient adjudication of the class members' claims. Class members are unaware of the fact that their rights have been violated. Defendants' customers cannot generally afford counsel to engage in individual litigation against Defendants. A failure of justice will result in the absence of a class action.

First Claim for Relief: Violations of the TILA

97. The tax refund anticipation loan made by Defendants to Mr. and Mrs. DeJolie, and every other tax refund anticipation loan to class members within the one year statute of limitations, violated the TILA in one or more of the ways set forth above.
98. Defendants are each directly liable under the TILA, are liable for aiding and abetting and participating in violations of the TILA, and are liable as members of a joint enterprise making loans that violated the TILA.
99. Plaintiffs and the class are entitled to statutory damages plus costs and reasonable attorney fees, as provided in 15 U.S.C. §1640.

Second Claim for Relief: Violations of the Unfair Practices Act

100. The tax refund anticipation loan made by Defendants to Mr. and Mrs. DeJolie, and every other tax refund anticipation loan to class members starting on November 1, 2014, violated the UPA in one or more of the ways set forth above.
101. Defendants are each directly liable under the UPA, are liable for aiding and abetting and participating in violations of the UPA, and are liable as members of a joint enterprise making loans that violated the UPA.
102. Defendants willfully engaged in the illegal conduct alleged.
103. Class members sustained damages as a result of Defendants' violations of the UPA.
104. Plaintiffs and each member of the class are entitled to actual damages plus costs and attorney fees. N.M.S.A. 1978, §57-12-10.
105. In addition, Plaintiffs and each member of the class are entitled to injunctive relief, barring Defendants from collecting amounts above the Finance Charge and APR represented or fees in excess of the amounts permitted by contract, and requiring Defendants to correct any inaccurate credit reporting resulting from their violations of the law.

Third Claim for Relief: Conversion

106. When Defendants collected money from the tax refunds of Mr. and Mrs. DeJolie and each member of the class above what was permitted by contract, Defendants unlawfully exercised dominion and control over their property in exclusion or defiance of their rights.
107. Plaintiffs and each member of the class were damaged by Defendants' conduct.

108. Defendants' conduct was malicious, willful, wanton, fraudulent, and in bad faith.

109. Defendants are each directly liable for conversion, are liable for aiding and abetting and participating in conversion, and are liable as members of a joint enterprise that converted money from customers.

110. Defendants are liable for actual and punitive damages.

Fourth Claim for Relief: Willful Breach of Contract

111. Plaintiffs and all members of the class entered into contracts with Defendants, as provided above.

112. Defendants breached the contracts by collecting amounts not permitted by contract.

113. Plaintiffs and each member of the class were damaged by Defendants' conduct.

114. Defendants' breach of contract was malicious, willful, wanton, fraudulent, and in bad faith.

115. Defendants are each directly liable for breach of contract, are liable for aiding and abetting and participating in breaches of contract, and are liable as members of a joint enterprise that systematically breached contracts to collect illegal fees.

116. Defendants are liable for actual and punitive damages.

Fifth Claim for Relief: Unjust Enrichment

117. Defendants knowingly benefitted at the expense of Plaintiffs and all other class members.

118. Allowing Defendants to retain the benefit would be unjust.

119. Defendants should be ordered to disgorge all benefits resulting from their misconduct.

Sixth Claim for Relief: Civil Conspiracy

- 120. A conspiracy existed between the Defendants.
- 121. The wrongful acts described herein were carried out pursuant to the conspiracy.
- 122. As a result, Plaintiffs suffered damages.
- 123. Each Defendant is liable for legal violations of the others, as set forth above.

Prayer for Relief

WHEREFORE, Plaintiffs pray that this Court:

- A. Certify this case as a class action and appoint counsel to represent the class;
- B. Award actual, statutory, treble and punitive damages as provided herein;
- C. Award injunctive relief as provided herein;
- D. Award reasonable attorney fees and costs; and
- E. Grant such further relief that is just and reasonable under the circumstances.

Respectfully submitted,

/s/Nicholas Mattison

Nicholas Mattison

Richard N. Feferman

Feferman, Warren & Mattison, Attorneys for Plaintiff

300 Central Ave., SW, Suite 2000 West

Albuquerque, New Mexico 87102

(505) 243-7773

(505) 243-6663 (fax)

Tancorde Finance, Inc.

P.O. Box 1357
 Gallup, NM 87305-1357
 505-722-4366 ext.115

**PLAINTIFF'S
 EXHIBIT**
HOLIDAY INSTANT CASH LOAN AGREEMENT & TRUTH IN LENDING DISCLOSURE STATEMENT

IDENTITY / NAME OF CREDITOR				
TANCORDE FINANCE, INC.				
NAME(S) OF BORROWER(S)		BORROWER ID	LOAN DATE	LOAN NUMBER
WILLIAM SHAWN DEJOLIE		[REDACTED]	11/09/2016	1424294629990
SAMMIA R LARGO		[REDACTED]		
ADDRESS OF BORROWER(S)		CITY	STATE	ZIP CODE
[REDACTED]		[REDACTED]	NM	87313

Tancorde Finance, Inc. (hereinafter "CREDITOR") hereby agrees to loan money, SUBJECT TO LIMITS DETERMINED BY CREDITOR, to BORROWER(S) in accordance with the terms set forth below.
 I or we, the undersigned (hereinafter "BORROWER(S)") hereby borrow from CREDITOR in the following terms and conditions.

- The purpose for this loan is for personal use.

PLEASE READ THIS CONTRACT IN ITS ENTIRETY BEFORE SIGNING IT. YOU ARE ENTITLED TO A SIGNED COPY OF THIS, WHICH WILL BE PROVIDED AT YOUR REQUEST.

NO PERIODIC OR OTHER BILLING OF ANY AMOUNT DUE UNDER THIS LOAN AGREEMENT WILL BE SENT TO BORROWER(S). PAYMENT IS DUE AND PAYABLE WITHOUT NOTICE OR DEMAND FOR PAYMENT. BORROWER(S) promises to repay CREDITOR all AMOUNTS OWED under this Loan Agreement and all FINANCE CHARGES under this Loan Agreement. The cost of this loan is \$20.00 for each \$100.00 borrowed plus a one-time Document Fee of \$25.00.

This loan is made under the NEW MEXICO BANK INSTALLMENT LOAN ACT.

The term of this loan is one (1) month (1/12th of a year). The monthly percentage rate is: 20.00%.
 The total principal amount borrowed is \$1,250.00. The loan is due in full on 12-09-2016.

IDENTITY / NAME OF CREDITOR	SECURITY INTEREST
TANCORDE FINANCE, INC.	NONE

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
264.00% ^c	\$250.00	\$1,275.00	\$1,525.00

^c means an ESTIMATE. THE ANNUAL PERCENTAGE RATE of the loan is initially computed as though the loan will be repaid within one (1) month.

PREPAYMENT	LATE CHARGE	See the reverse side of this agreement and Disclosure Statement for any additional information about nonpayment, default, and any required repayment in full before the scheduled date, and prepayment penalties.
In the event you pay the loan prior to the due date, you will not be required to pay a prepayment penalty and you may be entitled to a refund.	If a payment is late, you will be charged \$0.00 / 0 %	

YOUR PAYMENT SCHEDULE			ITEMIZATION OF AMOUNT FINANCED		
Number of Payments	Amount of Payment	When Payment is Due	Amount Financed	Amount Given to You Directly	Amount Paid to Others on Your Behalf
2	\$762.50	Bi-Weekly Beginning on 11-23-2016	\$1,275.00	\$1,250.00	\$25.00

Borrower(s) acknowledge(s) receipt of a filled-in copy of this Loan Agreement and Truth in Lending Disclosure Statement.
I UNDERSTAND THAT I HAVE CHOICES AND THAT I DO NOT HAVE TO ENTER INTO THIS TRANSACTION.

X _____
 Signature of Borrower Date

X _____
 Signature of Borrower Date

Borrower Identification
 Tancorde Office: 1300 W FRTG RD STE 318
 GALLUP NM, 87301

Borrower Identification
 By Wendy Wilson Date 11-9-16

Scanned by CamScanner

I UNDERSTAND THAT I HAVE CHOICES AND THAT I DO NOT HAVE TO ENTER INTO THIS TRANSACTION**Form of Payment:**

Borrower(s) agree to pay the total amount due stated in this agreement.

Cashier's check, Money Order, personal check, debit/ credit card, or cash given in payment of all or any portion are acceptable by lender.

Place of Payment/ Payment Options:

Payments can be made in person at T&R Pawn Shop in Gallup, NM or at the Tancorde office in Farmington, NM. Payments may also be mailed to: Tancorde Finance PO Box 1357, Gallup, NM 87305. For payments sent by mail, please include your loan number and indicate "payment". Payments may also be called in via phone if making a bank card payment. For payments received by mail or over the phone, a receipt will be mailed to the address on file, unless Borrower(s) specify otherwise.

Cancellation of Loan:

Borrower(s) understand that they may cancel this loan without fees or penalties by returning the full principal amount in cash or certified funds within 48 hours of the issuance of this loan.

Prepayment:

No prepayment penalties will be imposed if the loan is prepaid in full. If the loan is prepaid in full prior to the due date, you will be entitled to a refund of unearned finance charges calculated in accordance with the Rule of 78's.

Collection Disclosure:

In the event that the total amount due from Borrower(s) is not received by the date(s) specified herein, Tancorde Finance, Inc. may choose to submit the total amount due to a third party collection agency for pursuit of the total amount due. In the event that an account is turned over to a third party collection agency, the Borrower(s) acknowledges that all necessary and relevant information will be released to the third party collection agency including, but not limited to, the Borrower(s) name, social security number, any and all know addresses and phone numbers, current and prior know employers including employer's phone numbers, current State issued driver's license or identification information, and/or any other information that may assist in the collection of the total amount due.

Attorney's Fees:

If this agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Borrower(s) shall pay Tancorde Finance, Inc., all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Severability:

If any provisions of this agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this agreement nor the application of the provisions to other persons, entities or circumstances shall be affected thereby, but instead be enforced to the maximum extent permitted by law. Should Tancorde Finance, Inc. choose to pursue collections against Borrower(s) in a Court of competent jurisdiction, the finance charge shall be either the charge specified herein or the maximum finance charge allowed by the Court.

Binding Effect:

The obligations and conditions contained herein shall be binding on and inure to the benefit of their heirs, legal representatives, and assigns of the parties hereto.

Governing Laws:

This agreement shall be governed, constructed and interpreted by, through and under the Laws of the State of New Mexico.

Interest & Fees:

Interest and fees on this debt evidenced by this Note shall not exceed the maximum amount of non-usurious interest or fees that may be contracted for, taken, reserved, charged, or received under law; any interest or fees in excess of the maximum shall be credited on the principal of the debt, or if that has been paid, refunded.

Verbal Agreements:

Verbal agreements are not binding.

Regulation and Licensing Department
Financial Institutions Division
2550 Cerrillos Road
Santa Fe, New Mexico 87505
(505)476-4885

Do Not Send Payment To This Address

New Mexico Bank Installment Loan Act

5335

T&R Tax Service

PO Box 1461
 Gallup, NM 87305
 trrtax@yahoo.com
 Phone: (505)722-5546 | Fax:

**PLAINTIFF'S
EXHIBIT****2**

Customer Name	Customer Information	
WILLIAM S & SAMMIA R DEJOLIE [REDACTED]	Invoice #:	
	Date:	March 17, 2017
	Phone:	[REDACTED]
	E-mail:	

Your 2016 tax return was prepared by MARSHERRY YAZZIE.

Description	Fee
Federal And Supplemental Forms	
Form 1040 U.S. Individual Income Tax Return	112.00
Form 8867 Paid Preparer's Due Diligence Checklist	
Form 8879 E-File Signature Authorization	
Form 9325 General Information for Electronic Filing	
Wks 8812 Form 8812 Worksheet - Child Tax Credit	3.00
Comparison Tax Year Comparison Sheet	
Form W-2 Wage and Tax Statement	
Form W-2 Wage and Tax Statement	
Form W-2 Wage and Tax Statement	
Form W-2 Wage and Tax Statement	
W-2 Listing Listing of All Forms W-2	
Form 1099G Certain Government Payments	
New Mexico Forms	
NM PIT1 Personal Income Tax Return Page 1	15.00
NM PIT1 Pg 2 Personal Income Tax Return Page 2	
NM PIT ADJ Schedule of Additions & Deductions	
NM 8453 Declaration for Electronic Filing	
NM MED WK Medical Care Expense Deduction Worksheet	
NM 8453 HP Declaration for Electronic Filing Instruction	
Utah Forms	
UT TC-40 Individual Income Tax	15.00
UT TC-40 pg 2 Individual Income Tax page 2	
UT TC-40 pg 3 Individual Income Tax	
UT TC-40A Income Tax Supplemental Schedule	
UT TC-40B Non or Part-Year Resident Income Schedule	
UT TC-40W Withholding Schedule Part 1	
UT ITEWK Income Tax Exemption Worksheet	
UT DD UT ACH E-File Direct Deposit	
UTEF ACK State Acknowledgement and General Information	
Total Forms	27
Forms Subtotal	145.00
Total Balance Due	145.00

Payment due upon receipt. Thank you for your business!

04/05/2017

T&R Pawn Closeout Sheet

DEJOLIE, WILLIAM SHAWN
DEJOLIE, SAMMIA RDate Filed: 03/17/2017 17:35:21
Location: 02 MALL OFFICE

Date Settled: 04/05/2017

Agency	Year	Amd	Date Filed	Amount	Prep	Received	Check Amount
US	2016	0	03/17/2017	2,532.00	MCY	04/05/2017	2,532.00
CF	2016	0	11/09/2016	0.00	PRE		\$0.00
Check(s) Today:							2,532.00
Less Deposit:							-100.00
Purchases:							-1,525.00
Filing Fee:							-157.05
Credit Check Fee:							-9.75
Plus Deposit:							100.00
Cash Balance:							840.20
Positive AR Credit:							0.00
Cash Due:							840.20

Initials: TTM

Drawer: 04

Location: 01

JS 44 (Rev. 08/16)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

William DeJolie and Sammia DeJolie, on their own behalf and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff McKinley
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Nicholas Mattison, Feferman, Warren & Mattison
300 Central Ave. SW, Suite 2000 West, Albuquerque, NM 87102
505-243-7773 nmattison@nmconsumerwarriors.com

DEFENDANTS

T&R Market, Inc., Tancorde Financial, Inc., and T&R Tax Service, Inc.

County of Residence of First Listed Defendant McKinley
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input checked="" type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 USC 1640(e)

Brief description of cause:
Violations of the federal Truth in Lending Act

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

07/13/2017

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____