

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

Consumer Financial Protection Bureau,

Plaintiff,

v.

FirstCash, Inc., and Cash America West,
Inc.,

Defendants.

Civil Action No. 21-1251

Complaint

The Consumer Financial Protection Bureau files this Complaint against FirstCash, Inc. and Cash America West, Inc. (collectively, Defendants) and alleges as follows.

Introduction

1. The Bureau brings this action under the Military Lending Act, 10 U.S.C. § 987, and its implementing regulation, 32 C.F.R. pt. 232, (collectively, the MLA) in connection with Defendants' extensions of consumer credit.

2. The Bureau also brings this action under § 1036 of the Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C. § 5536, to address violations of a prior Bureau order by FirstCash, Inc. in connection with its extensions of consumer credit.

Jurisdiction and Venue

3. This Court has subject-matter jurisdiction over this action because it presents a federal question, 28 U.S.C. § 1331, and is brought by an agency of the

United States, 28 U.S.C. § 1345.

4. This Court has personal jurisdiction over Defendants and venue is proper in this district because Defendants are located, reside, and do business in this district. 12 U.S.C. § 5564(f).

Parties

5. The Bureau is an independent agency of the United States created by the CFPB and charged with regulating the offering and providing of consumer-financial products and services under federal consumer-financial laws. 12 U.S.C. § 5491(a). It has independent litigating authority and may initiate civil actions in federal district court to secure appropriate relief for violations of the MLA. 10 U.S.C. § 987(f)(6); 15 U.S.C. § 1607(a)(6); 32 C.F.R. § 232.10. The Bureau may also initiate civil actions in federal district court to address violations of “Federal consumer financial law,” including the Bureau’s orders. 12 U.S.C. §§ 5481(14); 5564(a)–(b).

6. FirstCash, Inc. (FirstCash) is a Delaware corporation with its principal place of business in Fort Worth, Texas. FirstCash owns and operates over 1,000 retail pawnshops in the United States, offering pawn loans through its wholly owned corporate subsidiaries.

7. Cash America West, Inc. (CAW) is a Nevada corporation with its principal place of business in Fort Worth, Texas. CAW, a wholly owned subsidiary of FirstCash, operates pawn stores in Arizona, Nevada, Utah, and Washington from which it, together with FirstCash, extends pawn loans.

8. FirstCash directs and controls CAW and its lending operations. FirstCash sets the lending, operational, and compliance policies and practices that CAW and its employees must follow and requires CAW to use FirstCash’s proprietary point-of-sale system when it makes pawn loans.

9. Each Defendant is a “creditor” under the MLA because, during the

relevant period, each Defendant has—considered by itself and together with its affiliates—engaged in the business of extending consumer credit, and each Defendant meets the transaction standard for a “creditor” under Regulation Z, 12 C.F.R. Part 1026, with respect to extensions of consumer credit to borrowers covered by the MLA. 32 C.F.R. § 232.3(i)(3). Defendants are “affiliates” under 32 C.F.R. § 232.3(a). FirstCash “controls” CAW, and CAW “is controlled by” FirstCash. *Id.*

10. Defendants’ loans are “consumer financial product[s] or service[s],” and each Defendant is a “covered person” under the CFPB. 12 U.S.C. § 5481(5)(A), (6)(A), (15)(A)(i).

Factual Background

Military Lending Act

11. The MLA contains protections for active-duty servicemembers and their dependents—defined collectively as “covered borrowers,” 10 U.S.C. § 987(i)(1), (2); 32 C.F.R. § 232.3(g)—in connection with extensions of consumer credit. Those protections include a maximum allowable amount of all charges that may be associated with an extension of credit; a prohibition against requiring arbitration; and mandatory loan disclosures. 10 U.S.C. § 987(b), (c), (e)(3); 32 C.F.R. §§ 232.4(b), 232.6, 232.8(c). Any credit agreement, promissory note, or other contract with a covered borrower that fails to comply with any provision of the MLA or contains one or more prohibited provision is void from the inception of the contract. 10 U.S.C. § 987(f)(3); 32 C.F.R. § 232.9(c). Department of Defense regulations required newly covered creditors, such as pawn brokers, to bring their operations into compliance with the MLA by October 3, 2016. *See* 32 C.F.R. § 232.12(a).

12. Between June 2017 and May 2021 (the only period for which the Bureau currently has Defendants’ transactional data), Defendants together made over 3,600 pawn loans to more than 1,000 covered borrowers from stores in Arizona, Nevada,

Utah, and Washington. All of these loans constituted “consumer credit” under the MLA because they were offered or extended to covered borrowers primarily for personal, family, or household purposes and were subject to a finance charge. 32 C.F.R. § 232.3(f)(1)(i). All of these loans imposed an APR over 36%, with APRs frequently exceeding 200%.

13. Loans originated from Defendants’ stores in Arizona, Nevada, Utah, and Washington make up about 10% of FirstCash’s nationwide pawn-loan transactions.

14. On information and belief, between October 3, 2016, and the present, FirstCash has, together with its wholly owned subsidiaries, made additional pawn loans under similar terms to covered borrowers from stores in these and other states.

The Bureau’s 2013 Order

15. In 2013, the Bureau issued an administrative order against Cash America International, Inc. (Cash America) based, in part, on Cash America’s violations of the MLA. *See Cash Am. Int’l*, File No. 2013-CFPB-0008 (Nov. 21, 2013) (the 2013 Order). The 2013 Order prohibited Cash America and its successors “from any further violations of 10 U.S.C. § 987 [the MLA], as implemented by regulations of the Department of Defense.” The 2013 Order remains in effect today.

16. According to a Form 8-K filed by FirstCash on September 2, 2016, with the United States Securities and Exchange Commission, Cash America and First Cash Financial Services, Inc. (FCFS) completed a “merger of equals business combination” on September 1, 2016. Since their merger, Cash America and FCFS have operated as a “combined company” under the name FirstCash, Inc.

17. Since the merger and at all times material to this Complaint, FirstCash has been a successor to Cash America and therefore subject to the 2013 Order.

Count One

Violations of the MLA by FirstCash and CAW

(Exceeding the MLA's Rate Cap)

18. The Bureau re-alleges and incorporates by reference paragraphs 1–17.

19. The MLA provides that the cost of consumer credit to a covered borrower may not exceed an annual percentage rate of 36%. 10 U.S.C. § 987(b). The annual percentage rate applicable to extensions of credit to covered borrowers is called the Military Annual Percentage Rate or MAPR, 32 C.F.R. §§ 232.3(p), 232.4. For closed-end credit transactions—such as the pawn loans that Defendants made to covered borrowers—the MAPR is calculated following the rules for calculating and disclosing the “Annual Percentage Rate (APR)” for credit transactions under Regulation Z, 12 C.F.R. pt. 1026, but included in such MAPR calculations are the charges, costs, and fees listed in the MLA. 32 C.F.R. § 232.4(c). Creditors, such as Defendants, are prohibited from imposing an MAPR greater than 36% in connection with an extension to a covered borrower of closed-end consumer credit. 32 C.F.R. § 232.4(b).

20. Since October 3, 2016, Defendants have made over 3,600 pawn loans to more than 1,000 covered borrowers, which loans imposed an MAPR greater than 36%.

21. Defendants violated the MLA each time they made such a loan.

Count Two

Violations of the MLA by FirstCash and CAW

(Requiring Covered Borrowers to Submit to Arbitration)

22. The Bureau re-alleges and incorporates by reference paragraphs 1–17.

23. The MLA makes it unlawful for any creditor to extend consumer credit to a covered borrower with respect to which the creditor requires the borrower to

submit to arbitration in the case of a dispute. 10 U.S.C. § 987(e)(3); 32 C.F.R. § 232.8(c).

24. Since October 3, 2016, Defendants have made over 3,600 pawn loans to more than 1,000 covered borrowers by way of loan contracts requiring the borrowers to submit to arbitration in the case of a dispute.

25. Defendants violated the MLA each time they made such a loan.

Count Three

Violations of the MLA by FirstCash and CAW

(Failing to Make Disclosures to Covered Borrowers)

26. The Bureau re-alleges and incorporates by reference paragraphs 1–17.

27. The MLA requires creditors that extend consumer credit to covered borrowers to make certain loan disclosures before or at the time the borrower becomes obligated on the transaction or establishes an account for the consumer credit. 10 U.S.C. § 987(c); 32 C.F.R. § 232.6(a). The mandatory loan disclosure must include a statement of the MAPR applicable to the extension of consumer credit. 10 U.S.C. § 987(c)(1)(A); 32 C.F.R. § 232.6(a)(1).

28. Since October 3, 2016, Defendants have made over 3,600 pawn loans to more than 1,000 covered borrowers without making all loan disclosures required by the MLA.

29. Defendants violated the MLA each time they made such a loan.

Count Four

Violations of the CFPA by FirstCash

(Violating the 2013 Order's Prohibition against MLA Violations)

30. The Bureau re-alleges and incorporates by reference paragraphs 1–29.

31. Under § 1036(a)(1)(A) of the CFPA, it is unlawful for covered persons, such as FirstCash, to “commit any act or omission in violation of a Federal consumer

financial law.” 12 U.S.C. § 5536(a)(1)(A).

32. The 2013 Order is an “order prescribed by the Bureau” and is therefore a “Federal consumer financial law.” 12 U.S.C. § 5481(14).

33. The 2013 Order provides that “Respondent . . . shall cease and desist from any further violations of 10 U.S.C. § 987, as implemented by regulations of the Department of Defense.”

34. The 2013 Order defines “Respondent” to include all successors of Cash America International, Inc.

35. FirstCash is and at all times material to this Complaint has been a successor of Cash America International, Inc.

36. The 2013 Order is in effect and has been in effect during all times material to this Complaint.

37. Since October 3, 2016, while the 2013 Order was in effect, FirstCash has, together with CAW, made over 3,600 pawn loans to more than 1,000 covered borrowers in violation of 10 U.S.C. § 987 and its implementing regulation, 32 C.F.R. Part 232.

38. FirstCash’s violations of the MLA violated the 2013 Order and thereby violated a Federal consumer financial law. Accordingly, FirstCash violated § 1036(a)(1)(A) of the CFPA. 12 U.S.C. § 5536(a)(1)(A).

Demand for Relief

The Bureau requests that the Court:

- a. permanently enjoin Defendants from committing future violations of the MLA;
- b. permanently enjoin FirstCash from committing future violations of the Bureau’s 2013 Order;
- c. permanently enjoin Defendants from collecting debts arising from

- consumer-credit agreements that were void *ab initio* and from selling or assigning such debts;
- d. order Defendants to correct inaccurate information furnished to consumer-reporting agencies relating to amounts delinquent or currently owed with respect to consumer-credit agreements that were void *ab initio*;
 - e. grant additional injunctive relief as the Court deems just and proper;
 - f. order Defendants to pay damages, restitution, and other monetary relief to consumers;
 - g. order disgorgement or compensation for unjust enrichment;
 - h. rescind consumer-credit agreements that were void *ab initio*;
 - i. impose on Defendants civil money penalties;
 - j. award costs against Defendants; and
 - k. award additional relief as the Court deems just and proper.

Respectfully submitted,

Eric Halperin
Enforcement Director
Jeffrey Paul Ehrlich
Deputy Enforcement Director
Kara K. Miller
Assistant Litigation Deputy

/s/Jacob A. Schunk*
Jacob A. Schunk (IA AT001908)
Lane C. Powell (MI Bar No. P79432)
Maxwell S. Peltz (CA Bar No. 183662)
Navid Vazire (NY Bar No. 4520391)
Enforcement Attorneys
Consumer Financial Protection Bureau

* Attorneys listed below this line intend to file applications to appear *pro hac vice*.

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Attorneys for the Consumer Financial Protection Bureau

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

Consumer Financial Protection Bureau

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Jacob Schunk, Lane Powell, Maxwell Peltz, Navid Vazire, CFPB
1700 G Street NW, Washington, DC 20552
202-718-0394 (Schunk)

DEFENDANTS

FirstCash, Inc., and Cash America West, Inc.

County of Residence of First Listed Defendant Tarrant

(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
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

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

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, HABEAS CORPUS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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): 10 U.S.C. § 987 (Military Lending Act) and 12 U.S.C. § 5536 (Consumer Financial Protection Act)

Brief description of cause: Violations of the Military Lending Act and administrative consent order in connection with consumer loans.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ Injunctive and Monetary CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE 11/12/2021 SIGNATURE OF ATTORNEY OF RECORD s/Jacob A. Schunk

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If a related case exists, whether pending or closed, insert the docket numbers and the corresponding judge names for such cases. A case is related to this filing if the case: 1) involves some or all of the same parties and is based on the same or similar claim; 2) involves the same property, transaction, or event; 3) involves substantially similar issues of law and fact; and/or 4) involves the same estate in a bankruptcy appeal.

Date and Attorney Signature. Date and sign the civil cover sheet.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

Consumer Financial Protection Bureau,

Plaintiff,

v.

FirstCash, Inc., and Cash America West, Inc.,

Defendants.

Civil Action No. 4:21-cv-1251

CERTIFICATE OF INTERESTED PERSONS

Pursuant to Rule 3.1 of the Local Rules of the United States District Court for the Northern District of Texas, the following is a complete list of all known persons, associations of persons, firms, partnerships, corporations, guarantors, insurers, affiliates, parent or subsidiary corporations, or other legal entities that are financially interested in the outcome of this case:

1. Plaintiff Consumer Financial Protection Bureau, an agency of the United States;
2. Defendant FirstCash, Inc. (FirstCash);
3. Defendant Cash America West, Inc. (a wholly owned subsidiary of FirstCash);
4. Other FirstCash wholly owned subsidiaries (with state or country of formation noted):¹

| | |
|--------------------------|----------------|
| First Cash, Inc. | Nevada |
| Famous Pawn, Inc. | Maryland |
| FCFS OK, Inc. | Oklahoma |
| FCFS MO, Inc. | Missouri |
| FCFS IN, Inc. | Indiana |
| FCFS SC, Inc. | South Carolina |
| FCFS NC, Inc. | North Carolina |
| FCFS OH, Inc. | Ohio |
| Frontier Merger Sub, LLC | Texas |

¹ The information contained in paragraph four is derived from FirstCash's Form 10-K, filed with the Securities and Exchange Commission on February 1, 2021, *available at* <https://www.sec.gov/Archives/edgar/data/840489/000084048921000028/fcfs12312020exhibit211.htm>.

| | |
|---|----------------|
| Pawn TX, Inc. | Texas |
| LWC, LLC | Kentucky |
| FCFS KY, Inc. | Kentucky |
| LTS, Incorporated | Colorado |
| Mister Money RM, Inc. | Colorado |
| FCFS CO, Inc. | Colorado |
| FC International, LLC | Delaware |
| Cash America Central, Inc. | Tennessee |
| Cash America East, Inc. | Florida |
| Cash America Holding, Inc. | Delaware |
| Cash America Management L.P. | Delaware |
| Cash America of Mexico, Inc. | Delaware |
| Cash America Pawn L.P. | Delaware |
| Cash America West, Inc. | Nevada |
| Cash America, Inc. | Delaware |
| Cash America, Inc. of Alaska | Alaska |
| Cash America, Inc. of Illinois | Illinois |
| Cash America, Inc. of Louisiana | Delaware |
| Cash America, Inc. of North Carolina | North Carolina |
| Cash America, Inc. of Oklahoma | Oklahoma |
| Cash America of Missouri, Inc. | Missouri |
| Georgia Cash America, Inc. | Georgia |
| Mr. Payroll Corporation | Delaware |
| Ohio Neighborhood Finance, Inc. | Delaware |
| Ohio Neighborhood Credit Solutions, LLC | Delaware |
| FCFS Global, B.V. | Netherlands |
| Creazione Estilo, S.A. de C.V. | Mexico |
| First Cash, S.A. de C.V. | Mexico |
| American Loan Employee Services, S.A. de C.V. | Mexico |
| Maxi Prenda, S.A. de C.V. | Mexico |
| Empenos Mexicanos, S.A. de C.V. | Mexico |
| Soluciones Prima, S.A. de C.V. | Mexico |
| Comercializadora Maxi, Sociedad Anonima | Guatemala |
| Maxi Prenda Guatemala, Sociedad Anonima | Guatemala |
| Soluciones Administrativas de Guatemala, Sociedad Anonima | Guatemala |
| Soluciones Prima Guatemala, Sociedad Anonima | Guatemala |
| Maxi Realice Guatemala S.A. de C.V. | Guatemala |
| First Cash SV, Limitada de C.V. | El Salvador |
| First Cash Colombia, S.A.S. | Colombia |
| Maxi Prenda Honduras, S.A. de C.V. | Honduras |
| Almacenaje PRO., Ltda de C.V. | El Salvador |

5. FirstCash Directors, Officers and Beneficial Owners of More than 5% of FirstCash
sommon stock:²

a. Directors:

- i. Daniel Berce;
- ii. Mikel Faulkner;
- iii. Daniel Feehan;
- iv. Paula Garrett;
- v. James Graves;
- vi. Randel Owen;

b. Officers:

- i. Rick Wessel (also a director);
- ii. T. Brent Stuart;
- iii. R. Douglas Orr;
- iv. Raul Ramos;
- v. Anna Alvarado;

c. Beneficial Owners who own more than 5% of FirstCash's common stock:

- i. BlackRock, Inc.;
- ii. FMR LLC;
- iii. The Vanguard Group;
- iv. EARNEST Partners, LLC; and
- v. William Blair Investment Management, LLC.

² The information contained in paragraph five is derived from FirstCash's Schedule 14A, filed with the Securities and Exchange Commission on April 23, 2021, *available at* <https://www.sec.gov/Archives/edgar/data/840489/000084048921000048/fcfs06032021def14a.htm>.

Dated: November 12, 2021

Respectfully submitted,

Eric Halperin
Enforcement Director
Jeffrey Paul Ehrlich
Deputy Enforcement Director
Kara K. Miller
Assistant Deputy Enforcement Director

/s/Jacob A. Schunk
Jacob A. Schunk (IA AT001908)
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Attorneys for the Consumer Financial Protection Bureau

CERTIFICATE OF SERVICE

On November 12, 2021, I filed the foregoing certificate of interested parties with the clerk of court for the United States District Court, Northern District of Texas, via the electronic filing system. I hereby certify that I have served the document on all counsel and/or parties of record by a manner authorized by Federal Rule of Civil Procedure 5(b)(2), specifically by mailing a copy of the certificate or causing a copy of the certificate to be mailed via priority mail to each party listed below:

FirstCash, Inc.
Corporation Service Co.
251 Little Falls Drive
Wilmington, DE 19808

Cash America West, Inc.
Corporation Service Company
112 North Curry St.
Carson City, NV 89703

s/ Jacob A. Schunk
Jacob A. Schunk