

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF GEORGIA  
ALBANY DIVISION**

Kimberly Childs, on behalf of herself and  
all other similarly situated,

Plaintiff,

v.

Hyphen, LLC d/b/a/ Helix Financial, and  
Lead Bank,

Defendants.

Case No. \_\_\_\_\_

**CLASS ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

Kimberly Childs (“Plaintiff”), by and through her attorneys, on behalf of herself and the Classes set forth below, brings this Class Action Complaint against Hyphen, LLC d/b/a/ Helix Financial (“Helix” or “Helix Financial”) and Lead Bank (collectively, “Defendants”).

**I. INTRODUCTION**

1. This is a class action seeking redress for consumers who were victims of an usurious “rent-a-bank” lending scheme.

2. Since the advent of usury laws, lenders have tried to subvert and circumvent those laws through various schemes. As the Supreme Court recognized nearly 200 years ago, “[t]he ingenuity of lenders has devised many contrivances, by which, under forms sanctioned by law, the statute may be evaded.” *Scott v. Lloyd*, 34 U.S. 418, 446, 9 L. Ed. 178 (1835).

3. Thus, despite states’ best efforts to reign in predatory lending via state usury

laws, many lenders have continued to concoct new schemes to evade such laws and to continue to issue short-term loans with astronomical interest rates. Such predatory loans are often referred to as “payday loans.”

4. This case involves one such clever—though, nonetheless unlawful—scheme, commonly called a “rent-a-bank” strategy.

5. Through the Installment Loan Act, the Georgia General Assembly has long codified many restrictions on payday lending by, for example, requiring that lenders, unless expressly exempted, be licensed with the State and that they cap the annual interest on their loans at 10%. *See* Ga. Code Ann. §§ 7-3-4 (requiring licensure), 7-3-11(1) (setting maximum interest rate at 10% per year).

6. But, through the rent-a-bank scheme, predatory lenders devised a work-around. As the Georgia Court of Appeals summarized: “In an attempt to circumvent state usury laws, some payday lenders have contracted with federally chartered banks or state chartered banks insured by the FDIC to take advantage of federal banking laws that allow such banks to make loans across state lines without regard to that state’s interest and usury laws in ‘rent-a-charter’ or ‘rent-a-bank’ contracts.” *USA Payday Cash Advance Centers v. Oxendine*, 262 Ga. App. 632, 634, 585 S.E.2d 924, 926–27 (2003).

7. In other words, “[i]n a rent-a-bank arrangement, a nonbank contracts to buy loans that a bank has made for it on spec. The nonbank then claims to shelter in the bank’s exemption from state usury laws and other consumer protection laws, as well as the benefit of the choice-of-law provisions applicable to the bank. And because the loan is not directly made by the nonbank, the nonbank claims that it is exempt from state licensure

requirements for nonbank lenders.”<sup>1</sup>

8. In direct response to the rise in the rent-a-bank strategy, in 2004, the Georgia General Assembly took action once again to further strengthen protections for Georgia borrowers.

9. The purpose of the resulting law, the Payday Lending Act, Ga. Code Ann. § 16-17-1 *et seq* (the “PLA”), could not be any clearer. In passing the PLA, the General Assembly explained as follows:

**The General Assembly has determined that various payday lenders have created certain schemes and methods in order to attempt to disguise these transactions or to cause these transactions to appear to be “loans” made by a national or state bank chartered in another state in which this type of lending is unregulated,** even though the majority of the revenues in this lending method are paid to the payday lender. The General Assembly has further determined that payday lending, despite the illegality of such activity, continues to grow in the State of Georgia and is having an adverse effect upon military personnel, the elderly, the economically disadvantaged, and other citizens of the State of Georgia. The General Assembly has further determined that substantial criminal and civil penalties over and above those currently existing under state law are necessary in order **to prohibit this activity in the State of Georgia and to cause the cessation of this activity once and for all.**

Ga. Code Ann. § 16-17-1(c) (emphasis added).

10. In other words, through the PLA, the Georgia General Assembly sought to put an end to payday lending and, in particular, rent-a-bank schemes, “once and for all.” To achieve this goal, the General Assembly enacted sweeping and multi-pronged reforms.

11. First, with only certain exceptions, the PLA altogether forbids payday

---

<sup>1</sup> Adam J. Levitin, *Rent-A-Bank: Bank Partnerships and the Evasion of Usury Laws*, 71 Duke L.J. 329, 333 (2021).

lending at an Annual Percentage Rate (“APR”) that exceeds 16%. Ga. Code Ann. § 16-17-2(a).

12. Taking matters further, the PLA expressly prohibits the rent-a-bank strategy, as the Act’s ban on payday lending explicitly extends to loan transactions in which “a de facto lender purports to act as the agent for an exempt entity.” Ga. Code Ann. § 16-17-2(b)(4). “A purported agent shall be considered a de facto lender if the entire circumstances of the transaction show that the purported agent holds, acquires, or maintains a predominant economic interest in the revenues generated by the loan.” *Id.*

13. Further, the General Assembly directed that, when faced with an alleged rent-a-bank set-up, courts should look at the terms of transaction in their entirety, and keep an eye out for predatory lenders’ maneuvers. Specifically, the PLA states that, when evaluating a loan transaction alleged to violate the PLA, “the trial court shall be authorized to review the terms of the transaction in their entirety in order to determine if there has been any contrivance, device, or scheme used by the lender in order to avoid the [PLA’s prohibition on payday lending].” Ga. Code Ann. § 16-17-6.

14. Despite the clarity of both the PLA’s intent and statutory language, Helix has concocted yet another scheme to evade Georgia law.

15. Specifically, Helix insists that it is merely a “brand” of a bank exempt from state usury laws—here, Lead Bank, a state-chartered, FDIC-backed bank headquartered in Missouri—not an “agent” thereof. Therefore, according to Helix, it is free to issue and collect loans to Georgia consumers with triple-digit interest rates, often exceeding 400%.

16. However, a cursory examination of the true relationship between Helix and

Lead Bank, as well as between Helix and Georgia borrowers, demonstrate that Helix is the true lender. And, moreover, Helix has plainly employed a scheme, device, or contrivance—*i.e.*, its claim that it is a “brand” of its partner bank—in an attempt to evade Georgia’s restrictions on payday lending.

17. Therefore, despite its best efforts, Helix cannot escape the reach of the PLA. Nor can Helix and its partner, Lead Bank, collect unlawful debts through the “Helix by Lead Bank” brand they fabricated—which is a textbook “enterprise” under both Georgia and federal Racketeer Influenced and Corrupt Organizations (“RICO”) laws.

18. Plaintiff’s case illustrates that Helix is the true lender behind many borrowers’ usurious loans, and that Defendants also schemed to collect unlawful debts on such loans.

19. In 2019, Plaintiff, a Georgia resident, applied for and received a \$700 loan with an APR of a whopping **547%**. Although Plaintiff’s loan paperwork was purportedly between her and Lead Bank, the bank’s involvement was nothing more than a façade, and a temporary one at that.

20. On its website, <https://helixfi.com/> (the “Website”), Helix concedes that it is a lender, not simply a “brand”; further, it admits that it sets the application criteria, and makes lending decisions, for its loans. What’s more, throughout her loan paperwork, Plaintiff was directed to contact Helix—not Lead Bank—with any questions related to her loan. In addition, the very number of Plaintiff’s loan, which begins with the letters “HF,” suggests that it was Helix Financial, not Lead Bank, that was behind the loan from the start. Finally, as soon as Plaintiff executed her loan with Lead Bank, the loan was *immediately*

transferred to Helix for servicing.

21. Moreover, Lead Bank essentially admitted that it allowed Helix to use the bank as a front for issuing loans, stating in a 2021 press release that “[Lead Bank] has been an active partner for fintechs, **allowing them to use the bank’s platform.**”<sup>2</sup> In that same press release, Lead Bank names “Hyphen Funding” (i.e., Helix) as one such fintech “partner.”<sup>3</sup>

22. Under the entire circumstances of Plaintiff’s transaction, discussed further herein, it is clear that Helix is the de facto lender. *See* Ga. Code Ann. § 16-17-2(b)(4). It is also clear that, for Plaintiff’s transaction, Helix, along with its partner, Lead Bank, employed a contrivance, device, or scheme in an attempt to avoid the reach of the PLA. *See* Ga. Code Ann. § 16-17-(6).

23. Clever as it may be, by acting as the true lender on payday loans with triple-digit interest rates, Helix has violated the PLA. And, through its scheme, it has also violated Georgia and federal RICO laws, as has its former partner, Lead Bank.

24. Plaintiff, on behalf of herself and the Classes set forth below, seeks to recover damages (including treble damages), attorneys’ fees and costs, and other relief.

## II. THE PARTIES

25. Individual and representative Plaintiff Kimberlee Childs is a natural person and resident of Albany, Georgia.

---

<sup>2</sup><https://web.archive.org/web/20230530071723/https://www.lead.bank/single-blog/news-press-releases/2021/04/08/lead-bank-partners-with-fintech-helping-veterans-with-closing-costs> (emphasis added) (last visited Oct. 30, 2023).

<sup>3</sup> *Id.*

26. Hyphen, LLC is a limited liability company incorporated in Kansas. According to Hyphen, the company is “the only true all-in-one, end-to-end digital lending platform available on the market.”<sup>4</sup> As part of its business, Hyphen, LLC operates Helix Financial.

27. Lead Bank is a state-chartered, FDIC-insured bank headquartered in Kansas City, Missouri.

### **III. JURISDICTION AND VENUE**

28. This Court has original jurisdiction over Plaintiff’s federal RICO claims under 18 U.S.C. § 1962, and 28 U.S.C. § 1331, and supplemental jurisdiction over Plaintiff’s state law claims under 28 U.S.C. § 1367.

29. This Court also has jurisdiction under the Class Action Fairness Act because the amount in controversy—the aggregate amount sought by the Classes—exceeds \$5 million, and Plaintiff is diverse from at least one Defendant.

30. This Court has specific personal jurisdiction over Defendants because, at all times relevant herein, Defendants intentionally availed themselves of and purposefully directed their activities towards the State of Georgia by doing business here.

31. Venue is proper in the Albany Division of the Middle District of Georgia because a substantial part of the events giving rise to the claim occurred here. When Plaintiff entered the loan at issue in this action, she lived in Albany, Georgia.

### **IV. FACTS**

#### **A. The Georgia General Assembly Has Enacted Numerous Laws to Protect**

---

<sup>4</sup> <https://www.hyphenfi.com/about-us/> (last visited October 30, 2023).

## **Consumers from Predatory Lending, Including Rent-A-Bank Schemes**

### **i. General Restrictions on Predatory Loans**

32. The Georgia General Assembly codified many protections for consumers against predatory lenders via the Industrial Loan Act, Ga. Code Ann. § 7-3-1, *et seq.* (the “ILA”), the purpose of which is to “to define and prevent usury.” *Georgia Cash Am., Inc. v. Greene*, 734 S.E. 2d 67, 71 (2012) (citation omitted).

33. In 2020, the ILA was renamed the “Installment Loan Act,” and was expanded to cover all loans of \$3,000 or less, regardless of the interest rate. Ga. Code Ann. § 7-3-3(7).

34. Unless expressly exempted by the terms of the ILA, a lender must obtain a license to make any such loans. Ga. Code Ann. § 7-3-4.

35. And, on any loans, the licensed lender may not charge, contract for, receive, or collect interest at a rate more than 10% per year. Ga. Code Ann. § 7-3-11(1).

36. Any contracts made in violation of the ILA “shall be null and void.” Ga. Code Ann. § 7-3-50(c).

### **ii. Restrictions on Rent-A-Bank Schemes**

37. Unfortunately, the ILA and other usury protections for consumers proved ineffective, given the determination and ingenuity of predatory lenders. As described above, lenders developed the “rent-a-bank” strategy to skirt such laws.

38. To summarize:

The basic design of a rent-a-bank transaction is straightforward. A nonbank lender contracts with a bank to make loans according to the nonbank lender’s



specifications and then sells the loans to the nonbank lender. In a rent-a-bank transaction, the bank's role is likely limited to the initial funding of the loan and perhaps some servicing support, although the bank's name will be on the loan as the lender. The nonbank (or set of affiliated nonbank entities) will handle the other aspects of the loan: design, marketing, underwriting, servicing, and holding of all or most of the risk. The precise allocation of marketing and servicing duties is not critical to rent-a-bank structures. Instead, the key features are the bank taking its underwriting marching orders from the nonbank and the nonbank acquiring the lion's share of financial exposure on the loans.<sup>5</sup>

39. In 2004, following the rise of rent-a-bank schemes, the Georgia General Assembly took action, explaining that “[it] ha[d] determined that payday lending continues in the State of Georgia and that there are not sufficient deterrents in the State of Georgia to cause this illegal activity to cease.” Ga. Code Ann. § 16-17-1(c).

40. The result—the comprehensive Payday Lending Act—was intended to end the business of usurious, small-dollar lending, which, as the General Assembly noted in its legislative findings, has “an adverse effect upon military personnel, the elderly, the economically disadvantaged and other citizens of the State of Georgia.” *Id.*

41. The PLA therefore makes it “unlawful for any person to engage in any business, in whatever form transacted, including, but not limited to, by mail, electronic means, the Internet, or telephonic means, which consists in whole or in part of making, offering, arranging, or acting as an agent in the making of loans of \$3,000.00 or less” at an APR that exceeds 16%, unless the lender is licensed to make such loans under the ILA or other laws regulating financial institutions. Ga. Code Ann. § 16-17-2.

---

<sup>5</sup> Levitin, *supra* n.1, at 359-60.

42. The PLA bars a lender from collecting any indebtedness created by an unlawful loan, and declares the underlying transaction “void ab initio.” Ga. Code Ann. § 16-17-3.

43. When enacting the PLA, the Georgia General Assembly recognized the specific and growing risk of rent-a-bank schemes. *See* Ga. Code Ann. § 16-17-1(c).

44. Accordingly, the General Assembly expressly instructed courts applying Section 16-17-2’s prohibition on usurious, small-dollar lending to:

- a) disregard “[a]ny arrangement by which a de facto lender purports to act as the agent of an exempt entity” if “the entire circumstances of the transaction show that the purported agent holds, acquires, or maintains a predominant economic interest in the revenues generated by the loan, Ga. Code Ann. § 16-17-2(b)(4); *see also id.* at § 16-17-6) (“If any entity involved in soliciting or facilitating the making of payday loans purports to be acting as an agent of a bank or thrift, then the court shall be authorized to determine whether the entity claiming to act as agent is in fact the lender. Such entity shall be presumed to be the lender if, under the totality of the circumstances, it holds, acquires, or maintains a predominant economic interest in the revenues generated by the loan.”); and
- b) “review the terms of the transaction in their entirety in order to determine if there has been any contrivance, device, or scheme used by the lender in order to avoid” the PLA’s prohibitions, and to “determine exactly whether the loan transaction includes the use of a scheme, device, or contrivance and whether in reality the loan is in violation of the provisions of [the PLA’s prohibitions] based upon the facts and

evidence relating to that transaction and similar transactions being made in the State of Georgia.” *Id.*

45. Further, the General Assembly acknowledged that “[c]ertain payday lenders have attempted to use forum selection clauses contained in payday loan documents in order to avoid the courts of the State of Georgia” and “determined that such practices are unconscionable and should be prohibited.” Ga. Code Ann. § 16-17-1(d). Therefore, under the PLA, “[a] payday lender shall not include in any loan contract made with a resident of this state any provision by which the laws of a state other than Georgia shall govern the terms and enforcement of the contract, nor shall the loan contract designate a court for the resolution of disputes concerning the contract other than a court of competent jurisdiction in and for the county in which the borrower resides or the loan office is located.” Ga. Code Ann. § 16-17-2(c)(1).

46. Moreover, the PLA declares that “[a]n arbitration clause in a payday loan contract shall not be enforceable if the contract is unconscionable.” Ga. Code Ann. § 16-17-2(c)(2). *See also Davis v. Oasis Legal Fin. Operating Co., LLC*, 936 F.3d 1174, 1176–77 (11th Cir. 2019) (“Georgia’s Payday Lending Act and Industrial Loan Act articulate a clear public policy against enforcing forum selection clauses in payday loan agreements and in favor of preserving class actions as a remedy for those aggrieved by predatory lenders. If Georgia’s public policy regarding payday lenders is a horse, as Justice Burrough suggested, it carries these borrowers safely to a Georgia courthouse.”).

**B. In Clear Defiance of Georgia Law, Helix Has Devised a Rent-A-Bank Scheme Under Which It Has Issued Unlawful, Usurious Loans to Georgia Borrowers, Using at Least Three Different Banks, Including Lead Bank, As a Front**

47. Despite the above statutory scheme, and the clear legislative intent behind it, Helix has brazenly issued, and thereafter collected interest on, plainly unlawful loans, which routinely have APRs of more than 400% or, in Plaintiff's case, even higher.

48. Unable to lawfully issue such loans directly to consumers in many states, Helix devised a scheme under which it purports to be a "brand" of its bank partner, which, Helix claims, issues and services the loans. The reality, however, is that Helix is not a brand of the bank, but rather, it is a completely separate company who is responsible for all material aspects of these illegal transactions, *i.e.*, the lead generation, loan origination, servicing, and collection of the loans. In other words, the bank is a front for Helix.

49. Indeed, across its Website, Helix repeatedly refers to itself as a "lender," and even concedes that Helix (not the bank) sets the application criteria, and approves consumers, for the loans. Moreover, as soon as the loans are issued by Helix's partner bank, the bank *immediately* informs borrowers that Helix is assuming all servicing responsibilities for the loan. In sum, and as illustrated by Plaintiff's story, the bank's brief involvement in each loan transaction is a mere façade to allow Helix to make blatantly unlawful loans to consumers. This is precisely the sort of rent-a-bank scheme that the Georgia General Assembly has declared unlawful.

50. Today, using the above scheme, Helix issues loans in around 38 states, including Georgia.<sup>6</sup>

51. As of February 2022, Helix advertised that its “[l]oan amounts range from \$200 to \$4,000 with a repayment term of up to 24 months.”<sup>7</sup>

52. At this time, Helix also stated that the APR on its loan ranged from 36% to **499%**.<sup>8</sup> However, in August 2020, Helix stated that the APR on its loans were as high as **799%**.<sup>9</sup>

53. As discussed herein, when considering the entire circumstances of the loan transactions, and reviewing the terms of the loan transactions in their entirety, it is clear that Helix is the de facto lender on the loans issued by its partner banks (including Lead Bank), and that the so-called Helix “brand” is a contrivance, device, or scheme used by Helix to avoid Georgia law.

i. **Over the years, Helix has jumped from bank to bank, bringing its usurious loan products with it**

54. Helix has not “rented” just one bank. Instead, since 2019, Defendant has jumped around from bank to bank, using at least three different state-chartered, FDIC-backed banks—Lead Bank, Kendall Bank, and Bank of Orrick—as cover for its scheme.

55. Lead Bank and Bank of Orrick are both located in Missouri, while Kendall Bank is located in Kansas.

---

<sup>6</sup> <https://helixfi.com/lending-locations> (last visited Oct. 30, 2023).

<sup>7</sup> <https://web.archive.org/web/20220203173542/https://helixfi.com/> (last visited Oct. 30, 2023).

<sup>8</sup> *Id.* (emphasis added).

<sup>9</sup> <https://web.archive.org/web/20200815184958/https://helixfi.com/> (emphasis added) (last visited Oct. 30, 2023).




56. In at least 2019 and 2020, Helix partnered with Lead Bank. In 2020, on the Website, Helix referred to itself as “Helix by Lead Bank.”<sup>10</sup>

57. But by January 2021, Helix had switched to Kendall Bank; by March 2022, Helix referred to itself as “Helix by Kendall Bank,” which it declared was “a brand of Kendall Bank.”<sup>11</sup>

58. By September 2022, Helix had switched yet again, this time to Bank of Orrick, the bank with which Helix still partners today.<sup>12</sup> Helix now refers to itself as “Helix by Bank of Orrick,” which it declares is “a brand of Bank of Orrick.”

59. Remarkably, when jumping from bank to bank, the nuts and bolts of the so-called Helix “brand” have remained exactly the same: Helix’s Website URL, phone number, email address, and even the customer reviews featured on the Website have remained exactly the same.

60. As summarized below, the only apparent changes that Helix made when switching bank partners was to change the name of the “brand” and to slightly modify its logo.

|                | <b>Lead Bank</b>  | <b>Kendall Bank</b>  | <b>Bank of Orrick</b>   |
|----------------|---|--|---|
| <b>Name</b>    | Helix by Lead Bank  | Helix by Kendall Bank  | Helix by Bank of Orrick   |
| <b>Logo</b>    |  |  |  |
| <b>Website</b> | Same <sup>13</sup>  | Same   | Same  |

<sup>10</sup> <https://web.archive.org/web/20201126113859/https://helixfi.com/> (last visited Oct. 30, 2023).

<sup>11</sup> <https://web.archive.org/web/20220331051104/https://helixfi.com/> (last visited Oct. 30, 2023).

<sup>12</sup> <https://web.archive.org/web/20220928171632/https://helixfi.com/> (last visited Oct. 30, 2023).

<sup>13</sup> The website for each “brand” is <https://helixfi.com/>.

|                         |                    |      |      |
|-------------------------|--------------------|------|------|
| <b>Phone Number</b>     | Same <sup>14</sup> | Same | Same |
| <b>Email Address</b>    | Same <sup>15</sup> | Same | Same |
| <b>Customer reviews</b> | Same <sup>16</sup> | Same | Same |

61. Despite the clever framing, “Helix” is not simply a brand of each of these banks. Rather, Helix is its own unique entity, that shops around its usurious loan products from willing bank to willing bank.

62. As explained further below, under the totality of the circumstances, Helix is the true lender of the resulting loans.

ii. **Helix admits that it sets application criteria for the loans, makes decisions about whether to extend credit to applicants, and enters contracts with borrowers**

63. Helix readily admits that it—not its partner bank—sets the application criteria for the loans, decides whether to make loans to consumers, and thereafter enters loan agreements with borrowers.

64. Although Helix has altered or altogether removed many references indicating its role in setting loan application criteria and making credit decisions, as of September 2020, Helix previously admitted, for example, the following:

<sup>14</sup> The phone number for each “brand” is 800.619.5309.

<sup>15</sup> The email address for each “brand is” info@helixfi.com.

<sup>16</sup> Over the years, and as Helix has moved from bank to bank, it has featured the exact same customer reviews from the following supposed consumers: Jesus and Juanita V.; Anthony D.; Laurie H.; Ladonna B.; Karen M.; and Constance B.

| Helix’s Previous Admission  | What the Website Says in 2023  |
|---|--|
| “ <b>Helix Financial reviews your information</b> in real-time to determine whether your information meets <b>our lending criteria.</b> ” <sup>17</sup> | “Bank of Orrick reviews your information in real-time to determine whether your information meets its lending criteria.” <sup>18</sup> |
| “Availability of installment loans are subject to change at any time at <b>the sole discretion of Helix Financial.</b> ” <sup>19</sup>                  | “Availability of loans are subject to change at any time at the sole discretion of Bank of Orrick.” <sup>20</sup>                      |
| “Receive a decision instantly with <b>our automated loan approval engine.</b> ” <sup>21</sup>   | “Receive a decision instantly and select the loan amount that works best for you.” <sup>22</sup>                                       |

65. Despite having scrubbed many such references, to this day, Helix concedes across its Website that borrowers apply for loans with Helix (not Bank of Orrick) and that Helix (not Bank of Orrick) approves borrowers for their loans.

66. For example, Helix currently states on its Website that: “If you need money rather quickly, and think an online lender would best fit your needs at this time, **fill out a personal loan application with Helix** today and see if you are approved.”<sup>23</sup> In other words, borrowers apply for loans *with Helix*, not Bank of Orrick.

<sup>17</sup> <https://secure.helixfi.com/login/> (emphasis added) (last visited Oct. 30, 2023).

<sup>18</sup> <https://web.archive.org/web/20200923061438/https://secure.helixfi.com/login/> (emphasis added) (last visited Oct. 30, 2023).

<sup>19</sup> <https://secure.helixfi.com/login/> (emphasis added) (last visited Oct. 30, 2023).

<sup>20</sup> <https://web.archive.org/web/20200923061438/https://secure.helixfi.com/login/> (emphasis added) (last visited Oct. 30, 2023).

<sup>21</sup> <https://web.archive.org/web/20200922171043/https://helixfi.com/how-to-get-personal-loan> (emphasis added) (last visited Oct. 30, 2023).

<sup>22</sup> <https://web.archive.org/web/20230529183513/https://helixfi.com/how-to-get-personal-loan> (emphasis added) (last visited Oct. 30, 2023).

<sup>23</sup> <https://helixfi.com/blog/how-to-find-the-right-lender> (emphasis added) (last visited Oct. 30, 2023).



67. Helix further states that: “**We approve people for the maximum amount they can afford**, while giving them the opportunity to select a loan amount if they want to lower their payments.”<sup>24</sup> That is, *Helix*, not Bank of Orrick, approves lenders.

68. Relatedly, Helix advises potential borrowers that “**if your loan agreement is signed by 4 pm Central Time with Helix**, you’ll receive your funds via ACH deposit to your account by the following business day.”<sup>25</sup> In other words, borrowers enter a loan agreement *with Helix*, not Bank of Orrick.

69. Taken together, these admissions—particularly when coupled with Helix’s previous, and damning, statements—indicate that borrowers apply for Helix loans with Helix (not its bank partner), that it is Helix (not its partner bank) that sets application criteria and approves borrowers for loans, and that it is Helix (not its partner bank) that ultimately enters loan agreements with consumers. Thus, Helix is the de facto lender.

**iii. Helix admits that it is a lender, not just a “brand”**

70. Moreover, Helix has made—and, in many instances, continues to make—admissions acknowledging that Helix itself is a lender.

71. For example, Helix has previously stated as follows: “One of the things that **sets Helix apart from other lenders** is that we truly value and care about our customers.”<sup>26</sup> Notably, Helix has since modified this language to say: “One of the things that sets **Helix by Bank of Orrick** apart from other lenders is that we truly value and care about our

---

<sup>24</sup> <https://helixfi.com/blog/why-choose-helix-loans> (emphasis added) (last visited Oct. 30, 2023).

<sup>25</sup> <https://helixfi.com/blog/how-to-find-the-right-lender> (emphasis added) (last visited Nov. 1, 2023).

<sup>26</sup> <https://web.archive.org/web/20200815185225/https://helixfi.com/blog/why-choose-helix-loans> (emphasis added) (last visited Oct. 30, 2023).

customers.”<sup>27</sup> In other words, Helix has simply added the words “by bank of Orrick” to try to mask that Helix itself is the lender.

72. While Helix has since removed from the Website many references to it being a lender, to this day, several such statements remain. For example, Helix currently declares as follows on the Website:

- a) “**As a responsible lender**, we commit to you that this loan product abides by all applicable laws and that we strive for the utmost level of transparency and fairness.”<sup>28</sup>
- b) “**Unlike other lenders**, Helix does not charge a prepayment penalty for those who want to pay off their loan early.”<sup>29</sup>
- c) “If you’re looking for money to hold you over and need it within the next 24 hrs, take a look at our online personal loans and **see if we would be the right lender for you...**”<sup>30</sup>

73. In making such statements, Helix acknowledges, as it must, that it is much more than simply a “brand” of products, issued by a partner bank. It is, in fact, the lender.

**iv. Helix handles all customer inquiries and communications**

74. Another telling indication that Helix is the true lender is the fact that, even *before* loans are transferred to Helix for servicing, as discussed further below, Helix oversees all customer inquiries related to the loans.

---

<sup>27</sup> <https://helixfi.com/blog/why-choose-helix-loans> (emphasis added) (last visited Oct. 30, 2023).

<sup>28</sup> <https://helixfi.com/responsible-lending-policy> (emphasis added) (last visited Oct. 30, 2023).

<sup>29</sup> <https://helixfi.com/blog/how-to-find-the-right-lender> (emphasis added) (last visited Oct. 30, 2023).

<sup>30</sup> <https://helixfi.com/blog/alternatives-to-payday-loans> (emphasis added) (last visited Oct. 30, 2023).

75. Throughout the Website and across customer agreements, all consumer inquiries are directed to *Helix*, not its partner bank. “Still have questions about Helix personal loans?”<sup>31</sup> Helix asks. “Contact one of our friendly loan advisors today,” Helix continues, going on to provide Helix’s phone number (800.619.5309) and email address (info@helixfi.com)—not the contact information for its current partner, Bank of Orrick.<sup>32</sup>

76. And, this same phone number and email address were provided repeatedly in Plaintiff’s “Consumer Installment Loan Agreement” (the “Agreement,” attached hereto as Ex. A). For example, to cancel her loan or to discuss “other payment methods that may be available,” Plaintiff was directed to call or email *Helix*, not Lead Bank, the bank that purportedly issued and serviced her loan. *Id.* at 3-4.

v. **Helix is responsible for borrower acquisitions**

77. Helix also manages borrower acquisition, further indicating that Helix is the true lender of its usurious loans.

78. Helix manages the Website—which has remained constant as Helix has jumped from bank to bank—through with customers apply for the loans.

79. Remarkably, Helix’s current bank partner, Bank of Orrick, makes *no mention anywhere* on its website about its supposed Helix “brand” and loan products. On Bank of Orrick’s website page titled “Personal Banking: Loan Products,” Helix is not mentioned even once.<sup>33</sup>

---

<sup>31</sup> <https://helixfi.com/> (last visited Oct. 30, 2023).

<sup>32</sup> *Id.*

<sup>33</sup> <https://bankoforrick.com/personal-banking/loans/> (last visited Oct. 30, 2023).

80. And, for consumers seeking “more information” about Bank of Orrick’s loan products, they are directed to “contact Jennifer Enloe at [jennifer@bankoforrick.com](mailto:jennifer@bankoforrick.com), call 816.770.3311, or visit [Bank of Orrick] at the bank.”<sup>34</sup> That is, they are not directed to contact the email address or phone number provided on the Website that is supposedly a “brand” of Bank of Orrick.

81. Likewise, at around the time Plaintiff applied for her loan, Lead Bank did not mention its supposed Helix “brand” anywhere on the “Lending solutions” or “Personal Loan” pages of its website.<sup>35</sup>

82. Accordingly, consumers who take out loans from Helix find, and apply for, Helix’s loan products through *Helix*, not whatever bank of which Helix purports to be a “brand” at the time.

**vi. In sum, Helix holds the predominant interest in the revenues generated by the loans**

83. Finally, after borrowers are assured that “[l]oans are issued and serviced” by the partner bank,<sup>36</sup> and after they complete their loan paperwork, they *immediately* receive a notice announcing that it is in fact *Helix* that manages the servicing for the loan.

84. The entire circumstances of the loan transactions show that Helix is the true issuer and servicer of the loan, and that it holds, acquires, or maintains a predominant economic interest in the revenues generated by the loans.

---

<sup>34</sup> *Id.*

<sup>35</sup> <https://web.archive.org/web/20190814171326/https://www.lead.bank/personal/lending-solutions> (last visited Nov. 1, 2023); <https://web.archive.org/web/20190814164124/https://www.lead.bank/personal/lending-solutions/personal-loans> (last visited Nov. 1, 2023).

<sup>36</sup> <https://secure.helixfi.com/login/> (last visited Nov. 1, 2023).

85. Moreover, the notion that Helix is merely a “brand” of the bank is a contrivance, device, or scheme used by Helix in order to avoid the reach of the PLA.

**C. Using Lead Bank as a Front, Helix Issued Plaintiff a \$700 Loan with a 547.4848% APR**

86. On or around December 9, 2019, Plaintiff, a Georgia resident, was seeking a loan over the internet to help her pay for unexpected medical bills.

87. At this time, she was solicited to apply for a loan with Helix via an advertisement.

88. When she applied for a loan with Helix, she provided her address in Georgia. Ex. A at 2.

89. On or around December 19, 2019, Plaintiff entered the Agreement for a \$700 loan. *Id.*

90. Per the Agreement, the loan’s APR is **547.4848%** which is more than **34 times** the legal limit provided under the PLA. *Id.*

91. Under the terms of the Agreement, Plaintiff was required to pay \$2,679.74 in interest on the \$700 loan. *Id.*

92. Between December 13, 2019 and July 20, 2020, Plaintiff paid no less than \$2,312.62 on the loan.

93. The Agreement identifies “Lead Bank” as the lender, however, there are numerous indicia that Helix, not Lead Bank, is the true lender.

94. In the contact information provided for Lead Bank, the Agreement lists not the phone number and address of Lead Bank, but, rather, the phone number and email address of *Helix. Id.*

|  |
|--|
| <b>Application Date:</b> 12/09/2019<br><b>Effective Date:</b> 12/09/2019   |
| <b>Lead Bank</b><br>9019 S 7 Highway<br>Lee's Summit, MO 64064<br>Phone: 800-619-5309<br>Email: info@helixfi.com |

95. In fact, throughout the Agreement, Plaintiff was directed to call *Helix's* phone number, and/or email *Helix's* email address, in order to take numerous actions related to her loan, including canceling the loan, discussing available payment options, discussing disputes related to the Agreement, and revoking authorization for processing deposits. *Id.* at 3-5, 11.

96. Moreover, the “Loan No.” listed in the Agreement begins with the letters “HF”—no doubt for “Helix Financial.” *Id.*

97. Finally, immediately upon executing the Agreement, Plaintiff received the following “SERVICING NOTICE”:

Dear Borrower:

Effective immediately, please note that Helix Financial manages the servicing for Lead Bank. This includes: account maintenance, account history, account inquires, and payment processing and collecting.

You can contact Helix Financial with any questions about your account by logging on securely at helixfi.com or by calling Customer Service at 1-800-619-5309.

For any questions regarding this notice, please contact Lead Bank at (816) 220-8600.

Thank you.

*Id.* at 13.

98. Plaintiff's experience is not unique. Helix, with the help of its partner banks, lulled countless borrowers into believing that they were applying for and receiving legitimate, lawful loans, only to learn that Helix was the de facto, and predatory, lender lurking in the shadows. Helix's conduct is plainly governed by, and unlawful under, the PLA. And, moreover, Helix's scheme with its partner banks—to contend that Helix is a “brand” of each bank—violates both Georgia and federal RICO laws. Accordingly, Plaintiff, on behalf of herself and the Classes set forth below, seeks to recover damages, attorneys' fees and costs, and other appropriate relief for Defendants' unlawful conduct.

#### V. CLASS ACTION ALLEGATIONS

99. Plaintiff asserts her claims individually and on behalf of the proposed Class defined as follow:

All individuals from Georgia: (1) who entered into a loan agreement with Helix; (2) where the APR imposed by the loan agreement exceeded 16%.

100. Excluded from the Classes are Defendants' officers, directors, affiliates, legal representatives, employees, successors, subsidiaries, and assigns. Also excluded from the Classes are any judge, justice, or judicial officer presiding over this matter and the members of their immediate families and judicial staff.

101. The action is certifiable as a class action under Fed. R. Civ. P. 23(a).

102. Numerosity: At this time, Plaintiff does not know the exact number of members of the Classes; however, given the volume of Defendants' business, there are likely thousands of members of each Class. Thus, the Classes are so numerous that joinder of all members is impracticable.

103. Commonality: There are numerous common questions of law and fact common to Plaintiff and members of the Classes. These questions include, but are not limited to, the following:

- a) Whether Helix violated Georgia state usury laws;
- b) Whether Defendants constitute an "enterprise" under RICO;
- c) Whether Defendants violated RICO by charging interest rates more than twice the legal limit under state law; and
- d) The proper measure and amount of damages for the Classes.

104. Typicality: Plaintiff's claims are typical of the claims of the Classes she seeks to represent. Plaintiff, like members of the Classes, took out a usurious loan from Helix, through the guise of Lead Bank. Thus, Plaintiff's claims, like the claims of the Classes, arise out of the same common practices and conduct by Defendants and are based on the same legal and remedial theories.

105. Adequacy: Plaintiff will fairly and adequately protect the interests of the Classes. Plaintiff has competent and capable attorneys who are experienced litigators with significant experience litigating complex class actions, including those involving rent-a-bank scheme. Plaintiff and her counsel are committed to prosecuting this action vigorously on behalf of the Classes and have the financial resources to do so. Neither Plaintiff nor



their counsel have interests that conflict with the Classes.

106. Predominancy and Superiority. The Classes also meet the requirements for certification to seek monetary relief under Fed. R. Civ. P. 23(b)(3), as the questions of law or fact common to class members predominate over questions affecting only individual members, and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy. Additionally, individual actions may be dispositive of the interests of members of the Classes even though certain members of the Classes are not parties to such actions. Further, a class action is superior to other available methods for the fair and efficient adjudication of the controversy, for at least the following reasons:

- a) Absent a class action, as a practical matter, members of the Classes will be unable to obtain redress, Defendants' violations will continue without remedy, and additional consumers will be harmed;
- b) It would be a substantial hardship for most individual members of the Classes if they were forced to prosecute individual actions;
- c) A class action will permit an orderly and expeditious administration of class claims and foster economies of time, effort, and expense;
- d) The lawsuit presents no difficulties that would impede its management by the Court as a class action; and
- e) Defendants have acted on grounds generally applicable to class members, making class-wide relief appropriate.

107. Injunctive Relief. Finally, the Class meet the requirements for certification to obtain injunctive or equitable relief under Fed. R. Civ. P. 23(b)(2), as Defendants have

acted or refused to act on grounds generally applicable to the Classes, thereby making appropriate final injunctive or equitable relief with respect to the Classes as a whole. More specifically, Plaintiff seeks declaratory relief that all loans made to the Class are void and unenforceable under Georgia law. Plaintiff further seeks an order enjoining Defendants from taking any action to collect on these loans. Prosecution of separate actions by individual members of the Classes would create a risk of inconsistent or varying adjudications with respect to individual members of the Classes that would establish incompatible standards of conduct for Defendants.

## **CLAIMS FOR RELIEF**

### **COUNT I**

#### **Violations of Georgia Usury Laws**

#### **(Asserted on Behalf of Plaintiff and the Georgia Class Against Helix)**

108. Plaintiff incorporates by reference the preceding paragraphs by reference as if specifically stated herein.

109. Georgia law applies to the subject loans of Plaintiff and Georgia Class members. *See W. Sky Fin., LLC v. State ex rel. Olenz*, 300 Ga. 340, 348, 793 S.E.2d 357, 366 (2016).

110. In their loans to Georgia consumers, Helix charged and collected interest at a rate greater than the maximum legal rate of interest allowed under Georgia's Installment Loan Act or Payday Lending Act.

111. Helix made such loans to Georgia consumers, despite not being licensed to make loans in the State of Georgia, thereby further violating the Installment Loan Act.

112. Moreover, Helix violated the Payday Loan Act by issuing unlawful loans,

for which entire circumstances of the loan transactions show that Helix is the de facto lender.

113. In addition, Helix has used contrivances, devices, or schemes in order to avoid the provisions of the PLA.

114. Helix's loan transactions with Georgia consumers are accordingly unlawful and void, and Helix is barred from the collection of any indebtedness created by said transactions.

115. Plaintiff and the Georgia Class are entitled to recovery of all principal and interest paid to the Defendants under the terms of the illegal loans and award damages equal to three times the amount of any interest paid by the borrowers arising out Helix's loan transactions. Plaintiff and the Georgia Class are entitled to further seek the recovery of attorneys' fees and costs.

**COUNT II**  
**Violation of RICO, 18 U.S.C. §§ 1962(c)**  
**(On Behalf of Plaintiff and the RICO Class Against All Defendants)**

116. Plaintiff incorporates by reference the preceding paragraphs by reference as if specifically stated herein.

117. Each Defendant is a "person" as that term is defined in 18 U.S.C. § 1961(3).

118. Defendants, and the unnamed officers, executives, and other employees of Defendants, are an "enterprise," as that term is defined in 18 U.S.C. § 1961(4), associated for the common purpose of profiting off of the collection on unlawful debt by offering and collecting on loans to consumers throughout the United States through the online lender

“Helix by Lead Bank” (herein, the “Enterprise”).

119. The Enterprise had an ongoing organization with an ascertainable structure, and functioned as a continuing unit with separate roles and responsibilities.

120. Defendants violated 18 U.S.C. § 1962(c) by participating, directly or indirectly, in the conduct of the Enterprise’s affairs in the collection of unlawful debt.

121. RICO defines “unlawful debt” as a debt which was incurred in connection with “the business of lending money or a thing of value at a rate usurious under State or Federal law, where the usurious rate is at least twice the enforceable rate.” 18 U.S.C. § 1961(6).

122. All of the loans made to Plaintiff and RICO Class members and collected by Defendants included an interest rate far in excess of twice the enforceable rate in their states.

123. Plaintiff and RICO Class members were injured as a result of Defendants’ violations of 18 U.S.C. § 1962(c) by, among other things, the payment of unlawful and usurious rates of interest on loans made by the Enterprise.

124. Defendants’ unlawful conduct began in or around 2019, and Helix continues to engage in unlawful lending.

125. Plaintiff and RICO Class members are entitled to their actual damages, treble damages, costs, and attorneys’ fees pursuant to 18 U.S.C. § 1964(c).

**COUNT III**  
**Violation of RICO, 18 U.S.C. §§ 1962(d)**  
**(On Behalf of Plaintiff and the RICO Class Against All Defendants)**

126. Plaintiff incorporates by reference the preceding paragraphs by reference as if specifically stated herein.

127. Each Defendant is a “person” as that term is defined in 18 U.S.C. § 1961(3).

128. Defendants, and the unnamed officers, executives, and other employees of Defendants, are an “enterprise,” as that term is defined in 18 U.S.C. § 1961(4), associated for the common purpose of profiting off of the collection on unlawful debt by offering and collecting on loans to consumers throughout the United States through the online lender “Helix by Lead Bank” (herein, the “Enterprise”).

129. The Enterprise had an ongoing organization with an ascertainable structure, and functioned as a continuing unit with separate roles and responsibilities.

130. Defendants violated 18 U.S.C. § 1962(d) by conspiring to use the Enterprise to collect unlawful debt. Each Defendant knowingly agreed to participate in the scheme alleged herein that allowed the Enterprise to make and collect unlawful debt at more than twice the lawful rate of interest under state usury laws.

131. Plaintiff and RICO Class members were injured as a direct result of Defendants’ violations of 18 U.S.C. § 1962(d) by, among other things, the payment of unlawful and usurious rates of interest on loans made by the Enterprise.

132. Defendants’ unlawful conduct began in or around 2019, and Helix’s unlawful lending is continuing.

133. Plaintiff and RICO Class members are entitled to their actual damages, treble damages, costs, and attorneys’ fees pursuant to 18 U.S.C. § 1964(c).

**COUNT IV**  
**Violations of Georgia RICO**  
**(Asserted on Behalf of Plaintiff and the Georgia Class Against all Defendants)**

134. Plaintiff incorporates by reference the preceding paragraphs by reference as if specifically stated herein.

135. Under Georgia’s RICO statute, it is “unlawful for any person, through a pattern of racketeering activity or proceeds derived therefrom, to acquire or maintain, directly or indirectly, any interest in or control of any enterprise, real property, or personal property of any nature, including money.” Ga. Code Ann. § 16-14-4(a).

136. Violations of the PLA are predicate acts and racketeering activity. Defendants have engaged in a pattern of racketeering activity by their violation of the PLA.

137. Conspiracy and/or endeavoring to violate the substantive provisions of Georgia’s RICO Act is a separate violation of the statute. Ga. Code Ann. § 16-14-4(c).

138. For the same reasons set forth in Plaintiff’s federal RICO causes of action herein, Defendants constitute an “enterprise” under Georgia’s RICO law.

139. Through their conduct, Defendants have violated and/or conspired to violate Georgia’s RICO law.

140. Plaintiff and the Georgia Class are entitled to appropriate injunctive relief, treble damages, punitive damages, attorneys’ fees, and costs. Ga. Code. Ann. § 16-14-6.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, on behalf of herself and the Classes, prays for relief as follows:

- a) An Order certifying the proposed Classes under Fed. R. Civ. P. 23(b)(2) and (b)(3), and appointing Plaintiff as Class Representative and her counsel as Class Counsel;

- b) An Order declaring that Defendants are financially responsible for notifying members of the Classes of the pendency of this suit;
- c) An Order declaring that Defendants have committed the violations of law alleged herein and declaring the loans void and unenforceable;
- d) An Order providing for any and all injunctive relief the Court deems appropriate, including an injunction prohibiting Defendants from taking any action to collect or enforce the loans;
- e) An Order awarding monetary damages, including, but not limited to, any compensatory, incidental, or consequential damages in an amount to be determined by the Court or jury;
- f) An Order awarding treble damages in accordance with proof and in an amount consistent with applicable precedent;
- g) An Order awarding interest at the maximum allowable legal rate on the foregoing sums;
- h) An Order awarding Plaintiff her reasonable costs and expenses of suit, including attorneys' fees; and
- i) Such further relief as this Court may deem just and proper.

**JURY DEMAND**

Plaintiff demands a trial by jury pursuant to Fed. R. Civ. P. 38(b).

Dated: November 15, 2023

Respectfully submitted,

**/s Charles E. Cox, Jr.**  
**Charles E. Cox, Jr., LLC**  
Ga. Bar No. 192305  
Post Office Box 67  
Macon, Georgia 31202-0067  
Telephone: (478) 757-2990  
Facsimile: (478) 757-2991  
E-mail: [Charles@cec Cox Jr.com](mailto:Charles@cec Cox Jr.com)

Kristi Cahoon Kelly (*pro hac* forthcoming)  
Andrew J. Guzzo (*pro hac* forthcoming)  
**KELLY GUZZO, PLC**  
3925 Chain Bridge, Suite 202  
Fairfax, VA 22030  
Telephone: (703) 424-7572  
Facsimile: (703) 591-0167  
Email: [kkelly@kellyguzzo.com](mailto:kkelly@kellyguzzo.com)  
Email: [aguzzo@kellyguzzo.com](mailto:aguzzo@kellyguzzo.com)

E. Michelle Drake, GA Bar No. 229202

John G. Albanese\*

Ariana B. Kiener\*

**BERGER MONTAGUE PC**

1229 Tyler Street NE, Suite 205

Minneapolis, MN 55413

T. 612.594.5999

F. 612.584.4470

emdrake@bm.net

jalbanese@bm.net

akiener@bm.net

*\*pro hac vice forthcoming*

*Attorneys for Plaintiff*

*And the Proposed Class*



# Exhibit A

**CONSENT TO ELECTRONIC COMMUNICATIONS:**

You must consent to transact business with **Lead Bank** through electronic communications in order for us to process your loan request. The following terms and conditions govern electronic communications in connection with your loan request, Loan Agreement (if approved) and any communications regarding your account with us (the "Consent").

By electronically signing this Consent, you are confirming that you have agreed to the terms and conditions of the Consent and that you have downloaded or printed a copy of this Consent for your records.

You agree that:

- Any disclosure, notice, record or other type of information that is provided to you in connection with your transaction with us, including but not limited to, the Loan Agreement, this Consent, the Truth in Lending disclosures set forth in the Loan Agreement, Privacy Policy, fee and transaction information, statements, notices of adverse action, and transaction information (collectively, "Communications"), may be sent to you electronically by posting the information at our website, [www.helixfi.com](http://www.helixfi.com), or by sending it to you by email from us or any vendor/servicer contracted through us at any time.
- We will not be obligated to provide any Communication to you in paper form unless you specifically request us to do so.
- You may obtain a copy of any Communication by contacting us at [info@helixfi.com](mailto:info@helixfi.com) or by calling us at 1-800-619-5309. You can withdraw your consent to ongoing electronic communications in the same manner, and ask that Communications be sent to you in paper or non-electronic form. We will provide you with paper copies at no charge.
- You agree to provide us with your current email address for notices, which unless notified otherwise we assume is the email address indicated above. If your email address, telephone number(s), or residence address changes, you must send us a notice of the new address/telephone number(s) by sending us an email, using secure messaging, at least five (5) days before the change.
- In order to receive electronic communications in connection with this transaction, you will need a working connection to the Internet. Your browser must support the Secure Sockets Layer (SSL) protocol. SSL provides a secure channel to send and receive data over the Internet through HS encryption capabilities. Netscape 4.7+ and above and Microsoft Internet Explorer 5.01+ and above support this feature. You will also need a printer connected to your computer to print disclosures/notices. We do not provide ISP services. You must have your own Internet Service Provider.
- We may amend (add to, delete or change) the terms of this Consent by providing you with advance notice.
- You agree that you are able to view and/or electronically store the information presented at this website. You also agree to print and retain a copy of this Consent for your records.

You are free to withdraw your Consent at any time and at no charge. If at any time you wish to withdraw your Consent, you can send us your written request by mail to **9019 S 7 Highway, Lee's Summit, MO 64064** with the details of such request. If you decide to withdraw your Consent, the legal effectiveness, validity, and enforceability of prior electronic Disclosures will not be affected.

DocuSigned by:  
  
 330154EC28864DC

12/8/2019

**Customer Signature**

**Date**



**CONSUMER INSTALLMENT LOAN AGREEMENT**

|  |  |
|--|--|
| <b>Application Date:</b> 12/09/2019<br><b>Effective Date:</b> 12/09/2019   | <b>Loan No.:</b> HF-005DEDB646   |
| <b>Lead Bank</b><br>9019 S 7 Highway<br>Lee's Summit, MO 64064<br>Phone: 800-619-5309<br>Email: info@helixfi.com | <b>Borrower Name:</b> kimberly childs<br><b>Address:</b> [REDACTED] ALBANYGA 31707<br><b>Phone:</b> [REDACTED]<br><b>Cell Phone:</b><br><b>Email address:</b> [REDACTED] |

**TRUTH-IN-LENDING DISCLOSURES**

| <b>ANNUAL PERCENTAGE RATE</b><br>The cost of your credit as a yearly rate. | <b>FINANCE CHARGE</b><br>The dollar amount the credit will cost you. | <b>AMOUNT FINANCED</b><br>The amount of credit provided to you or on your behalf. | <b>TOTAL OF PAYMENTS</b><br>The amount you will have paid after you have made all payments as scheduled. |
|--|--|---|--|
| 547.4848%  | \$2679.74  | \$700.00  | \$3379.74  |

| <b>Payment Number</b> | <b>Payment Amount</b> | <b>Payment Due Date</b> |
|-----------------------|-----------------------|-------------------------|
| 1                     | \$129.99              | 12/13/2019              |
| 2                     | \$129.99              | 12/27/2019              |
| 3                     | \$129.99              | 01/10/2020              |
| 4                     | \$129.99              | 01/24/2020              |
| 5                     | \$129.99              | 02/07/2020              |
| 6                     | \$129.99              | 02/21/2020              |
| 7                     | \$129.99              | 03/06/2020              |
| 8                     | \$129.99              | 03/20/2020              |
| 9                     | \$129.99              | 04/03/2020              |
| 10                    | \$129.99              | 04/17/2020              |
| 11                    | \$129.99              | 05/01/2020              |
| 12                    | \$129.99              | 05/15/2020              |
| 13                    | \$129.99              | 05/29/2020              |
| 14                    | \$129.99              | 06/12/2020              |
| 15                    | \$129.99              | 06/26/2020              |
| 16                    | \$129.99              | 07/10/2020              |
| 17                    | \$129.99              | 07/24/2020              |
| 18                    | \$129.99              | 08/07/2020              |
| 19                    | \$129.99              | 08/21/2020              |
| 20                    | \$129.99              | 09/04/2020              |
| 21                    | \$129.99              | 09/18/2020              |
| 22                    | \$129.99              | 10/02/2020              |
| 23                    | \$129.99              | 10/16/2020              |
| 24                    | \$129.99              | 10/30/2020              |
| 25                    | \$129.99              | 11/13/2020              |
| 26                    | \$129.99              | 11/27/2020              |

**Late Charge:** If a payment is 15 days late, you will be charged 5% of the installment due or the minimum amount due or \$15, whichever is greater, not to exceed \$50.

**Prepayment:** If you pay off the loan early, you may be entitled to a refund of part of the finance charge.

See the terms of this Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled due date and prepayment refunds.

| Itemization of Amount Financed of \$700.00 |   |
|--|---|
| \$700.00                                   | Amount given to you directly                  |
| \$0.00                                     | Amount paid on Loan No. with us               |
| \$0.00                                     | Prepaid Finance Charge (Loan Origination Fee) |
| \$700.00                                   | Amount Financed                               |

**Definitions:** In this Consumer Installment Loan Agreement (the "Agreement") the words "you", "your" and "I" mean the borrower who has electronically signed it. The words "we", "us," and "our" mean Lead Bank, a Missouri-chartered bank.

**Approval and Obtaining Loan Proceeds:** In order to complete your transaction with us, you must electronically sign this Agreement by clicking the acknowledgement button below. The Agreement will be consummated once you sign and submit this Agreement to us. We will then use commercially reasonable efforts to initiate a credit entry of the loan proceeds into the Bank Account listed below on or before the Effective Date listed above. We deposit the loan proceeds directly to your Bank Account via an ACH Credit, unless the proceeds of this loan are used to repay an existing obligation to us. Therefore, you hereby voluntarily authorize us, our successors or assigns, to initiate an automatic credit entry to your banking account: Account type: Checking; Bank routing and transit number: [REDACTED] and Account Number: [REDACTED] ("Bank Account"). You agree that we will initiate a credit entry to your Bank Account for an amount consistent with this Agreement on or before the Effective Date. If you revoke this authorization before we credit the loan proceeds, then we will not be able to deposit the loan proceeds into your Bank Account. We rely on the representations of you and other parties in determining the Effective Date. Despite our best efforts, unavoidable delays as a result of bank holidays, the processing schedule of your individual bank, the untimely receipt of borrower verification details (if required), inadvertent processing errors, "acts of God", and/or "acts of terror" may extend the time for the deposit.

**Promise to Pay:** You promise to pay to us the Total of Payments stated above, on the dates set forth in the Payment Schedule above and other permitted charges. The Principal Amount of the loan is \$700.00. The Total precomputed interest is \$2679.74. You agree to pay an origination fee of \$0.00 which is deducted from the proceeds of the loan. The APR disclosed in the Federal Truth-In Lending Disclosures is calculated on the assumption that all payments will be made when due. You promise to timely pay us the amount owing hereunder by making installment payments on the dates listed in the schedule of payments ("Due Date(s)") set forth above. On each Due Date you will pay us the amount stated by certified check or money order, by voluntary payroll deduction as you and your employer may agree, or as we otherwise agree in writing. Time is of the essence. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment as if we received it on the appropriate Due Date.

**Prepayment.** You may prepay us in part or in full at any time, without incurring an additional charge, fee, or penalty. To make arrangements for prepayment, you must contact us by email at info@helixfi.com or phone at 1-800-619-5309. We will then communicate with you to arrange an authorization to debit funds from your bank account, or make other arrangements for the prepayment. Partial prepayments will not result in a refund and you will still be required to make your scheduled payment. If you prepay in full, we calculate the earned interest at the agreed rate of 549 per annum in accordance with RS. Mo. § 408.100. The origination fee is non-refundable subject to the "RightTo Cancel" paragraph below.

**Application of Payments.** We credit all payments received first to any charges and fees owing, then earned but unpaid interest, and finally to principal.

**Right to Cancel:** YOU MAY CANCEL THIS LOAN, WITHOUT FINANCE CHARGES OR ANY COSTS, NO LATER THAN 5:00 PM EASTERN TIME OF THE NEXT BANKING DAY IMMEDIATELY FOLLOWING THE EFFECTIVE DATE ("CANCELLATION DEADLINE") BY EMAILING

info@helixfi.com. IN THE EVENT THAT WE TIMELY RECEIVE YOUR WRITTEN NOTICE OF CANCELLATION ON OR BEFORE THE CANCELLATION DEADLINE BUT BEFORE THE LOAN PROCEEDS HAVE BEEN CREDITED TO YOUR BANK ACCOUNT, BOTH YOUR OBLIGATIONS AND OUR OBLIGATIONS UNDER THIS AGREEMENT WILL BE CANCELED. IN THE EVENT THAT WE TIMELY RECEIVE YOUR WRITTEN NOTICE OF CANCELLATION ON OR BEFORE THE CANCELLATION DEADLINE BUT AFTER THE LOAN PROCEEDS HAVE BEEN CREDITED TO YOUR BANK ACCOUNT, THEN YOU AUTHORIZE US TO EFFECT A DEBIT ENTRY TO YOUR BANK ACCOUNT FOR THE PRINCIPAL AMOUNT OF YOUR LOAN SUBJECT TO THE FOLLOWING (1) IF WE RECEIVE THE PAYMENT OF THE PRINCIPAL AMOUNT BY THE DEBIT ENTRY TO YOUR BANK ACCOUNT, THEN BOTH YOUR OBLIGATIONS AND OUR OBLIGATIONS UNDER THIS AGREEMENT WILL BE CANCELED, OR (2) IF WE DO NOT RECEIVE PAYMENT OF THE PRINCIPAL AMOUNT OF YOUR LOAN BY DEBIT ENTRY TO YOUR BANK ACCOUNT, THEN THIS AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT.

**Payment Methods:** You are required to make the payments for each installment period on or before the Due Dates and if on the final scheduled payment due date you still owe amounts under this Agreement you will pay those amounts in full on that date. You may voluntarily instruct your employer to make the scheduled payments through payroll deductions. If you elected to mail your payments by certified check or money order (i) all payments must be mailed to: 9019 S 7 Highway, Lee's Summit, MO 64064 and (ii) payment must reach this address by 4:00 pm Eastern Time on or before the scheduled Due Date. Please contact us at 1-800-619-5309 for other payment methods that may be available. Regardless of the payment method used, a payment must be received by us on or before the scheduled Due Date.

**Verification:** You certify that the information given in connection with this Agreement is true and correct. You authorize us to verify all of the information that you gave us such as any past and/or present employment history, income and bank account details as may be necessary to process your application for a loan determine Due Dates and administer your account with us. You also give us consent to obtain information about you from consumer reporting agencies or other sources. You represent that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United states bankruptcy code.

**Returned Payment Fee:** Pursuant to R.S. Mo. § 408.140(7), you agree to pay any charges assessed to us by any institution for processing a refused instrument plus a handling fee of not more than \$25.00. You authorize us and our agents to make a one-time withdrawal from your Bank Account to collect this returned payment fee. We may only impose this fee once per scheduled installment payment.

**Late Charge:** If you fail to pay any installment within 15 days of its due date, you will be charged 5% of the installment due or the minimum amount due or \$15, whichever is greater, not to exceed \$50. The late charge may not be collected more than once for the same default.

**Default and Post Judgment Interest.** You will be in default if you fail to make a scheduled payment on or before the due date or if you fail to comply with any of the terms of this Agreement. If you default, then we may give you notice of your right to cure such default as required by R.S. Mo. § 408.554. If you fail to cure such default, then pursuant to R.S. Mo. § 408.555, we may declare the entire outstanding principal balance plus all accrued and unpaid interest that you owe under this Agreement at once due and payable. We may initiate legal proceedings against you in accordance with the terms of this Agreement. If we accelerate the balance owing for any reason and judgment is obtained, you agree that the unpaid balance of the debt will be calculated, less any legal offset, as if payment in full had been made on the date judgment was entered. Pursuant to R.S. Mo. § 408.040(1), interest on any judgment shall continue to accrue at the rate set forth above.

**Our Rights and Remedies.** By choosing any one or more of the remedies provided, we do not give up our right to use another remedy later. By deciding not to use any remedy if you are in default for a particular event, we do not give up our right to consider the same event a default if it happens again. We may delay or refrain from enforcing any of its rights without waiving those rights. We reserve all other rights under the laws of Missouri.

**Consumer Reports:** You authorize us to obtain consumer reports about you in connection with your request for credit, and at any time that you owe us money under this or any Agreement.

**Report of Negative Credit Information:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your loan may be reflected in your credit report.

**Assignment and Execution:** We may assign or transfer this Agreement or any of our rights hereunder. If this Agreement is consummated, then you agree that the electronically signed Agreement we receive from you will be considered the original executed Agreement, which is binding and enforceable as to both parties

**Governing Law:** Missouri law governs this Agreement.

**Venue and Claims Process:** By signing this Agreement, you agree that all Disputes (as defined below) relating to this Agreement shall be decided by a state or federal court located in or having jurisdiction over Jackson County, Missouri, to the extent allowable by applicable federal and state law. For purposes hereof, "Disputes" shall mean and includes all claims arising from or related to this agreement, your application, and all other agreements with us, including, without limitation, claims related to information you previously gave us, all current and past agreements, extensions, renewals, refinancings, payment plans, collections, privacy, customer information, and also includes claims about the validity and scope of any terms of this Agreement. You further agree that prior to initiating litigation, you will contact us in attempt to settle the Dispute by calling 1-800-619-5309 or by writing to us at 9019 S 7 Highway, Lee's Summit, MO 64064 . Within fifteen days of the date we receive notice from you, telephonically or in writing, we will make written settlement offer ("Settlement Offer"). If you choose to reject the Settlement Offer, you may proceed with litigation.

**Limitation of Damages:** In no event shall we be liable to you in contract, tort, strict liability or any other cause of action for any consequential, incidental or speculative damages arising out of this Agreement in an amount greater than the principal amount of the loan under this Agreement.

**Attorneys' Fees and Costs:** In the event that (a) we retain an attorney in connection with any default or at maturity or to collect, enforce or defend this Agreement or any document executed as part of the loan in any lawsuit or in any reorganization, bankruptcy, arbitration or other proceeding, or (b) you sue us in connection with this Agreement and do not prevail, then you agree to pay all costs and expenses incurred by us in trying to collect this Agreement or in any such suit or proceeding, including, without limitation, attorneys' fees not to exceed 15% of the amount due and payable under this Agreement, and expenses, and all court costs.

**Jury Waiver:** You hereby irrevocably waive the right to a trial by jury in any action or proceeding brought by any party in connection with this Agreement or any related document. By signing this Agreement, you acknowledge that you have made this waiver knowingly, intentionally, and voluntarily, and you acknowledge reading and understanding the meaning and ramifications of this waiver provision. You agree that you are not relying upon any oral or written statements made by us or on our behalf, other than those contained herein, either to induce this waiver of trial by jury or to modify or nullify its effect. You agree to take all such actions as may be required by applicable law to allow this waiver to be enforceable.

**Privacy Policy:** By signing this Agreement, you acknowledge and agree to our Privacy Policy as stated on our website at the following link: [https://www.helixfi.com/assets/files/privacy\\_policy.pdf](https://www.helixfi.com/assets/files/privacy_policy.pdf) and further agree that you have reviewed and are in possession of a copy of the Privacy Policy.

**Customer Representations.** By signing this Loan Agreement:

1. You acknowledge that it was filled in before you did so, and that you have received a completed copy of it. You agree that the information you provided to us prior to entering into this Loan Agreement is accurate;
2. You warrant that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code;
3. You agree that you are over 18 years of age;
4. You acknowledge that you have read, understand, and agree to all of the terms of the Privacy Policy.
5. You acknowledge that you have read, understand, and agree to all of the terms of this Loan Agreement.

DocuSigned by:  
  
330154EC28864DC...

12/8/2019

---

**Customer Signature**

**Date**

**Covered Borrower Identification Statement**

Federal law provides important protections to active duty military members of the Armed Forces and their dependents. To ensure that these protections are provided to eligible applicants, we require you to initial one of the following statements as applicable and sign and date below.

- 1 I AM a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer.
  
- 2 I AM a dependent of a member of the Armed Forces on active duty because I am the member's spouse, the member's child under the age of eighteen years old, or I am an individual for whom the member provided more than one-half of my financial support or 180 days immediately preceding today's date.
  
- 3  I AM NOT a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer (or a dependent of such member).

**Warning:** It is important to fill out this form accurately. Knowingly making a false statement on a credit application is a crime.

**Customer Signature**

**Date**

DocuSigned by:  
*kimberly childs*  
330154EC28884DC...

12/8/2019

---



**PRIVACY POLICY**

|              |  |
|--------------|--|
| <b>FACTS</b> | <b>WHAT DOES LEAD BANK DO WITH YOUR PERSONAL INFORMATION?</b>  |
| Why?         | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.   |
| What?        | The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Account balances and payment history</li> <li>• Credit history and credit scores</li> </ul>  |
| How?         | When you are no longer our customer, we continue to share your information as described in this notice<br>All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Lead Bank chooses to share; and whether you can limit this sharing. |

| Reasons we can share your personal information   | Does Lead Bank share? | Can you limit this sharing? |
|--|-----------------------|-----------------------------|
| <b>For our everyday business purposes-</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit | Yes                   | No                          |
| <b>For our marketing purposes -</b> to offer our products and services to you.   | Yes                   | No                          |
| <b>For joint marketing with other financial companies.</b>   | Yes                   | No                          |
| <b>For our affiliates' everyday business purposes-</b> information about your transactions and experiences.  | Yes                   | No                          |
| <b>For our affiliates everyday business purposes-</b> information about your creditworthiness.   | Yes                   | Yes                         |
| <b>For our affiliates to market to you.</b>  | Yes                   | Yes                         |
| <b>For nonaffiliates to market to you</b>  | Yes                   | Yes                         |

|                             |  |
|-----------------------------|--|
| <b>To limit our sharing</b> | <ul style="list-style-type: none"> <li>• Call 1-800-619-5309 or</li> <li>• Contact us via email at <a href="mailto:info@helixfi.com">info@helixfi.com</a></li> </ul> <p>Please note:</p> <p>If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p> |
|                             | <p><b>Questions?</b> Call 1-800-619-5309 or go to <a href="http://www.helixfi.com">www.helixfi.com</a></p>   |

|  |  |
|--|--|
| Page 2   |  |
| Who we are   |  |
| Who is providing this notice?  | Lead Bank  |
| What we do   |  |
| How does Lead Bank Protect my personal information?                                | <p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer safeguards and secured files and buildings.</p> <p>All information collected is stored in a technically and physical secure environment. We store and transmit information with SSL encryption software.</p>                                    |
| How does Lead Bank collect my personal information?                                | <p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>- Apply for a loan</li> <li>- Give us your income information</li> <li>- Provide employment information</li> <li>- Provide account information</li> <li>- Provide contact information</li> </ul> <p>We also collect your information from third parties.</p>  |
| Why can't I limit sharing?   | <p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>- Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>- Affiliates from using your information to market to you</li> <li>- Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p> |
| What happens when I limit sharing for an account I hold jointly with someone else? | Your choices will apply to everyone on the account   |
| Definitions  |  |
| Affiliates   | Companies related by common ownership or control. They can be financial and nonfinancial companies.  |
| Nonaffiliates  | Companies not related by common ownership or control. They can be financial and nonfinancial companies.  |
| Joint marketing  | A formal agreement between nonaffiliated financial companies that together market financial products or services to you.   |

Lead Bank is chartered under the laws of the State of Missouri and is subject to regulatory oversight by the FDIC. Any consumer wishing to file a complaint against Lead Bank should contact the FDIC through one of the following means: In person, by U.S. Mail: 1100 Walnut Street; Suite 2100; Kansas City, MO 64106, by Telephone (800) 209-7459, or Online at: <https://ask.fdic.gov/FDICCcustomerAssistanceForm>

**AUTHORIZATION FOR  
VOLUNTARY RECURRING ACH  
DEBITS**

I, kimberly childs hereby authorize Lead Bank and its successors and assigns to initiate, and Lead Bank's servicers and agents to process, automatic debit entries for payments in accordance with my Consumer Installment Loan Agreement (No. HF-005DEDB646 with Lead Bank ("Loan Agreement")) from my Bank Account as identified below ("Bank Account"). BANK ACCOUNT: Bank Routing Number: [REDACTED] and Bank Account Number: [REDACTED]

I agree that Lead Bank will debit my Bank Account on each scheduled payment due date or thereafter for the amount owed under the Loan Agreement. I further authorize Lead Bank to initiate a separate ACH debit entry to my Bank Account for any applicable returned payment fee in the amounts set forth in my Loan Agreement. I authorize Lead Bank to re-initiate any ACH up to two additional times for the same amount if the ACH is dishonored.

I may revoke this authorization by contacting Lead Bank in writing at info@helixfi.com and/or 9019 S 7 Highway, Lee's Summit, MO 64064 or by phone at 1-800-619-5309. I must contact Lead Bank at least three (3) business days prior to the date I wish the authorization to terminate.

I have the right to receive notice of all transfers varying in amount. I acknowledge that Lead Bank elected to offer me a specified range of amounts for the recurring electronic debiting (in lieu of providing the notice of transfers in varying amount). The amount of any ACH debit will range from (i) the schedule payment amount provided in the Loan Agreement (which may be less than a scheduled payment if partial prepayments have been made), to (ii) an amount equal to the scheduled payment plus as applicable, any other amounts I may owe under the Loan Agreement (e.g. late charge) up to an additional \$100. For any recurring electronic debit outside of this specified range, Lead Bank will send me a notice. Therefore, by agreeing to the terms of this authorization I choose to receive notice only when a recurring electronic debit amount exceeds the range specified. I also authorize Lead Bank to verify all of the information that I have provided, including past and/or current information. I agree that the debit entries authorized herein are voluntary and that certain entries will recur at substantially regular intervals. If there is any missing or erroneous information in or with my loan application regarding my Bank Account, then I authorize Lead Bank to verify and correct such information. If any payment cannot be obtained by ACH, I remain responsible for such payment and any resulting fees under the Loan Agreement.

I understand that this Authorization for Voluntary Recurring ACH Debits is completely voluntary and offered solely for my convenience. I understand that I am not required to sign this Authorization for Voluntary Recurring ACH Debits in order to obtain credit from Lead Bank.

I AGREE.  
 I DO NOT AGREE.

DocuSigned by:  
*kimberly childs*  
330154EC28864DC...

kimberly childs

## USA PATRIOT Act Customer Identification Program Notice

### Important Information You Need to Know About Opening A New Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires financial institutions to obtain, verify, and record information that identifies each person who opens an account.

### Types of Information You Will Need to Provide

When you open an account, we are required to collect information such as the following from you:

- Your name
- Date of birth
- Address
- Identification number
  - o US Citizen: taxpayer identification number (Social Security Number)
  - o Non-US Citizen: taxpayer identification number, passport number and country of issuance, alien identification card number, or government-issued identification showing nationality, residence and a photograph of you

You may also need to show your driver's license or other identifying documents.

### If Your Identity Cannot Be Verified

We may not be able to open an account for you.

We thank you for your patience and hope that you will support the financial industry's efforts to deny terrorists and money launderers access to America's financial system.

**CORRECTION AGREEMENT**

DATE OF LOAN: 12/09/2019

MAXIMUM PRINCIPAL AMOUNT OF LOAN: \$700.00

BORROWER: kimberly childs

ACCOUNT HOLDER; Lead Bank

In consideration of a loan from Lead Bank, we agree that Lead Bank may correct clerical errors and/or execute any documentation reasonably necessary to accurately reflect the true and correct terms of the account. We understand that this may mean correction of the existing note and assignment of collateral or execution of a new note, assignment of collateral or other documents. We agree that, upon the written request of Lead Bank (or persons acting on Lead Bank's behalf), we will comply with Lead Bank's reasonable request to supply additional documentation.

We agree that this Correction Agreement constitutes an additional covenant under the account documents. If we do not correct, execute and deliver any and all additional documents within ten calendar days of such request, Lead Bank may in its sole and absolute discretion deem our failure to timely cooperate as a default under the account documents and Lead Bank may then proceed to enforce its rights under the account documents, which enforcement may include acceleration of the maturities of all remaining payments under the note and, if such sums are not promptly paid, foreclosure of Lead Bank's liens in collateral securing repayment of the loan.

DocuSigned by:  
*kimberly childs*  
330154EC28864DC...

12/8/2019

**Customer Signature**

**Date**

**SERVICING NOTICE**

Dear Borrower:

Effective immediately, please note that Helix Financial manages the servicing for Lead Bank. This includes: account maintenance, account history, account inquiries, and payment processing and collection.

You can contact Helix Financial with any questions about your account by logging on securely at [secure.helixfi.com](https://secure.helixfi.com) or by calling Customer Service at 1-800-619-5309.

For any questions regarding this notice, please contact Lead Bank at (816) 220-8600.

Thank you.

## Risk-Based Pricing Notice

### Lead Bank

#### Your Credit Report and the Price You Pay for Credit

|   |   |
|---|---|
| <b>What is a credit report?</b>                               | A credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.   |
| <b>How did we use your credit report[s]?</b>                  | We used information from your credit report to set the terms of the credit we are offering you, such as the Annual Percentage Rate and Loan Amount.<br><br>The terms offered to you may be less favorable than the terms offered to consumers who have better credit histories.   |
| <b>What if there are mistakes in your credit report[s]?</b>   | You have a right to dispute any inaccurate information in your credit report.<br><br>If you find mistakes on your credit report[s], contact <b>Clarity Services, Inc.</b> , which is the consumer reporting agency from which we obtained your credit report.<br><br>It is a good idea to check your credit report to make sure the information it contains is accurate.  |
| <b>How can you obtain a copy of your credit report[s]?</b>    | Under federal law, you have the right to obtain a copy of your credit report without charge for 60 days after you receive this notice. To obtain your free report, contact <b>Clarity Services, Inc.:</b><br><br><i>By telephone:</i> Call toll-free: <b>1-866-390-3118</b><br><br><i>By mail:</i> Mail your written request to:<br><br><b>P.O. Box 5717</b><br><br><b>Clearwater, FL 33758</b><br><br><i>On the web:</i> Visit <a href="https://www.clarityservices.com">https://www.clarityservices.com</a> |
| <b>How can you get more information about credit reports?</b> | For more information about credit reports and your rights under Federal Law, visit the Consumer Financial Protection Bureau's web site at <a href="http://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a> .  |

## Your Credit Score and Understanding Your Credit Score

|  |  |
|--|--|
| <b>Your credit score</b>   | <b>590</b><br><br>Source: <b>Clarity Services, Inc.</b> Date: <b>12/08/2019</b>  |
| <b>What you should know about credit scores</b>                  | Your credit score is a number that reflects the information in your credit report.<br><br>Your credit score can change, depending on how your credit history changes.  |
| <b>The range of scores</b>                                       | Scores range from a low of <b>300</b> to a high of <b>850</b> .  |
| <b>Key factors that adversely affected your credit score</b>     | <b>You have a delinquency reported on an account</b><br><b>Length of time since online payday loan opened</b><br><b>Lack of sufficient relevant retail account information</b><br><b>Insufficient recent online payday loan activity</b> |
| <b>How can you get more information about your credit score?</b> | If you have any questions regarding your credit score, you should contact Clarity Services, Inc. at:<br>Address:<br><b>P.O. Box 5717</b><br><br><b>Clearwater, FL 33758</b><br><br>Telephone Number: <b>1-866-390-3118</b>               |



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
Kimberly Childs, on behalf of herself and all other similarly situated
(b) County of Residence of First Listed Plaintiff Albany, GA
(c) Attorneys (Firm Name, Address, and Telephone Number)
Charles E. Cox, Jr.
484 1st Street, Suite 1, P.O. Box 67, Macon, GA 31202 / 478-757-2990

DEFENDANTS
Hyphen, LLC d/b/a/ Helix Financial, and Lead Bank
County of Residence of First Listed Defendant Johnson County, KS
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)
PTF DEF
Citizen of This State 1 1
Citizen of Another State 2 2
Citizen or Subject of a Foreign Country 3 3
Incorporated or Principal Place of Business In This State 4 4
Incorporated and Principal Place of Business In Another State 5 5
Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Real Property, Labor, etc.

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):
RICO 18 U.S.C. §§ 1962(c), 1962(d)
Brief description of cause:
Violations of RICO, Georgia's RICO statute, and Georgia's Usury Laws

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 11/15/2023 SIGNATURE OF ATTORNEY OF RECORD [Signature]

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## 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 pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

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

AO 440 (Rev. 12/09) Summons in a Civil Action

**UNITED STATES DISTRICT COURT**

for the

\_\_\_\_\_ District of \_\_\_\_\_

|                  |   |                  |
|------------------|---|------------------|
| _____            | ) |                  |
| <i>Plaintiff</i> | ) |                  |
|                  | ) |                  |
| v.               | ) | Civil Action No. |
|                  | ) |                  |
| _____            | ) |                  |
| <i>Defendant</i> | ) |                  |

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify)*: \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 12/09) Summons in a Civil Action

**UNITED STATES DISTRICT COURT**

for the

\_\_\_\_\_ District of \_\_\_\_\_

|                  |   |                  |
|------------------|---|------------------|
| _____            | ) |                  |
| <i>Plaintiff</i> | ) |                  |
|                  | ) |                  |
| v.               | ) | Civil Action No. |
|                  | ) |                  |
| _____            | ) |                  |
| <i>Defendant</i> | ) |                  |

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify):* \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: