IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
- CIVIL DIVISION -

OFFICE OF THE ATTORNEY GENERAL,
STATE OF FLORIDA,
DEPARTMENT OF LEGAL AFFAIRS,

      Plaintiff,

v.

                                        CASE NO: 18-CA-11393
                                        DIVISION: L

MARLIN FINANCIAL, INC.,

      Defendant.

_____/

<u>STIPULATED TEMPORARY INJUNCTION</u>

Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs ("Attorney General"), and Defendant, Marlin Financial, Inc. ("Defendant" or "Marlin"), by and through their undersigned counsel, hereby stipulate and agree to a Stipulated Temporary Injunction, as follows:

1.   On November 20, 2018, the Attorney General filed a Complaint against Defendant for violation of the Florida Deceptive and Unfair Trade Practices Act.

2.   The parties have reached an agreement regarding certain issues and seek entry of a Stipulated Temporary Injunction (the "Injunction") pursuant to the stipulation executed by the respective counsel for the parties.

3. The parties agree that this Court has subject matter jurisdiction over this matter and jurisdiction over the parties, and agree to the continuing jurisdiction of this Court over this matter and the parties.

4. The parties agree to entry of the Injunction without a hearing or trial or adjudication of any issue of law or fact, with each of the parties bearing their own attorneys' fees and costs.

5. Defendant certifies that it has read the provisions of the Injunction and has consulted with counsel and is able to abide by the provisions of this Injunction.

6. Defendant further acknowledges that a violation of this Injunction may result in relief pursuant to this Injunction, Chapter 501, Part II, Florida Statutes, and/or other relief as appropriate, including adjudication for contempt of Court.

7. The parties waive entry of findings of fact and conclusions of law, hearing on entry of this Injunction, and any rehearing or appeal rights as to the Injunction.

8. Defendant waives the posting of a bond pursuant to Section 60.08, Florida Statutes, and Fla. R. Civ. P. 1.1610(b).

9.   By execution of the Injunction on behalf of Marlin, the executing officer Jeremy Tolan affirms that he is acting with lawful authorization to bind Marlin to the Injunction.

STIPULATED TEMPORARY INJUNCTION

I.   DEFINITIONS

a)   "Consumer" shall carry the meaning set forth in Section 501.203(7) of the Florida Statutes.

b)   "Borrower(s)" shall mean a Consumer with whom Marlin has entered into a written loan agreement.

c)   "DCP" shall mean a debt cancellation product as that term is defined by Marlin in the written loan agreements. with Borrowers.

d)   "DCP Amounts" shall mean any amounts charged to Borrowers that are attributable to the DCP, to include but not be limited to the amount of the DCP, amounts charged for interest on the DCP, and any fees or costs related to the DCP.

II.   PROHIBITED ACTS

Defendant Marlin Financial, Inc., including its agents, servants, employees, and attorneys, and those persons in active concert or participation who receive actual notice of this Stipulated Temporary Injunction by personal service or otherwise, whether acting directly or through any sole

proprietorship, partnership, limited liability company, corporation, subsidiary, branch, division, or other entity, are enjoined and prohibited, until further order from the Court, from the following:

a)   Offering DCPs to Consumers in the course of making new loans, refinancing loans, or renewing loans;

b)   Collecting any DCP Amount on outstanding loans, including loans in default, as of the date Marlin executes this Injunction, unless such DCP Amounts are deposited into a separate bank account (an "Escrow Account") and a true and accurate accounting is kept and made available to the Attorney General upon request;

c)   Withdrawing any funds from the Escrow Account;

d)   Charging Borrowers interest on a DCP;

e)   Repossessing any vehicle or selling a vehicle previously repossessed and in Marlin's possession or control where a Borrower was charged any DCP Amount unless (i) the Borrower would have been in default if no DCP Amount had been included in the outstanding balance at the time of repossession, and (ii) Marlin has credited all payments made for any DCP Amount toward principal and interest due.

III.   REQUIRED ACTS

a)   Marlin shall accurately account for the DCP charged for loans to Borrowers between 2014 to present, and shall provide such financial information to the Attorney General as it may reasonably request to aid the parties in bringing full resolution to this matter.

b)   For each outstanding loan that is not in default as of the date Marlin executes this Injunction, Marlin shall have thirty (30) days from entry of this Injunction to modify the loan payment to forbear from imposing or collecting any charges for the DCP, re-amortize the remaining total outstanding balance of the loan, and provide the borrower with a new payment schedule.

c)   For each loan that is in default due to a failure to pay principal or interest when due, provided that the loan would be in default if the loan were re-amortized to remove any DCP Amount, Marlin may initiate and pursue all of its legal remedies including repossession of the collateral but may not seek to collect any DCP Amount that may otherwise be due under the loan agreement.

d)   For each vehicle previously repossessed by Marlin and in its possession or control that is not subject to sale by Marlin pursuant to Section II(e), above, Marlin within thirty (30) days from the date of entry of this

Injunction shall provide the Attorney General with such information with respect to the applicable loan transactions with Borrowers as it may reasonably request, and the parties shall confer and seek to establish a mutually agreeable course of action for disposition of the vehicle.

IV.   GENERAL PROVISIONS

This Injunction is entered without prejudice, with each party preserving its respective rights and positions. Marlin has voluntarily agreed to entry of this Injunction in good faith in order to forbear from collecting any DCP Amount until this matter may be resolved. This Injunction is without waiver of Marlin's legal right to establish that the DCP is a valid and voluntary agreement with Borrowers and is fully enforceable.

STIPULATED AND AGREED:

IN WITNESS WHEREOF, Defendant, Marlin Financial, Inc., a Florida foreign corporation, has caused this Stipulated Temporary Injunction to be executed by its President, as a true act and deed, in the County and State listed below, as of the date affixed thereon.

BY MY SIGNATURE, I, Jeremy Tolan, hereby affirm that I am acting in my capacity and within my authority as President of Marlin Financial, Inc.,

a Florida foreign corporation, and that by my signature I am binding the corporation to the terms and conditions of this Injunction.
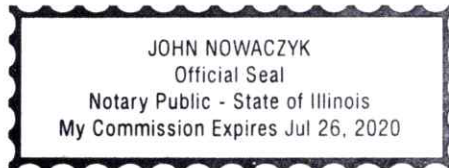
MARLIN FINANCIAL, INC.

By: Jeremy Tolan, President

STATE OF ILLINOIS
COUNTY OF _Cook_

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Illinois, personally appeared Jeremy Tolan, President of Marlin Financial, Inc., and acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this _15th_ day of November, 2018.

Sworn to and subscribed before me this _15_ day of November, 2018.

JOHN NOWACZYK
Official Seal
Notary Public - State of Illinois
My Commission Expires Jul 26, 2020

NOTARY PUBLIC

Personally known _____ or produced identification __✓__ (check one)
Type of Identification Produced: _DL_

Pamela Jo Bondi   Counsel for Marlin Financial, Inc.
Attorney General

/s/ Sasha Funk Granai   */s/ Charles L. Stutts*
Sasha Funk Granai   Charles L. Stutts
Sr. Assistant Attorney General   Florida Bar No. 277010
Florida Bar No. 96648   Charles Wachter
Office of the Attorney General   Florida Bar No. 509418
Department of Legal Affairs   Holland & Knight LLP
3507 East Frontage Road, Suite 325   100 North Tampa Street, Suite 4100
Tampa, Florida 33607   Tampa, FL 33602

     DONE and **ORDERED** this ___ day of November, 2018 in chambers, in Tampa, Hillsborough County, Florida.

                      Electronically Conformed 11/29/2018
                      ~~Steven Scott Stephens~~
                      Circuit Court Judge

Conformed copies to:
All counsel of record