

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT  
DEPARTMENT OF THE TRIAL COURT  
CIVIL ACTION NO. 26-1399B

**In re American First Finance**

**ASSURANCE OF DISCONTINUANCE PURSUANT TO G.L. c. 93A, §5**

Pursuant to Massachusetts General Laws chapter 93A, § 5, American First Finance, LLC (“AFF”) hereby offers this Assurance of Discontinuance (“Assurance”) in lieu of litigation, and the Commonwealth of Massachusetts, by and through the Office of Attorney General Andrea Joy Campbell (“AGO”) (collectively, the “Parties”) hereby agrees to accept it on the terms and conditions contained herein.

**I. Introduction**

1. AFF offers point-of-sale financial products for consumers wishing to purchase goods from select brick-and-mortar retailers that partner with AFF. AFF’s business includes purchasing retail installment sales contracts and servicing loan products, but in Massachusetts, it exclusively offers a lease-to-own (“LTO”) product pursuant to the Consumer Lease Act (“CLA”), G.L. c. 93, §§ 90-93.

2. Pursuant to M.G.L. c. 93A, § 6, the AGO conducted an investigation into AFF’s compliance with the Consumer Protection Act, G.L. c. 93A, § 2 and the Consumer Lease Act, G.L. c. 93, §§ 90-93, with respect to AFF’s LTO product in Massachusetts.

3. Based on the investigation, the AGO alleges that AFF engaged in unfair and deceptive conduct in violation of G.L. c. 93A, § 2 by, *inter alia*, engaging in deceptive advertising, violating the Commonwealth’s debt collection regulations, 940 C.M.R. § 7.04(1)(f), and violating the Consumer Lease Act, c. 93, §§ 92, 92A.

SUFFOLK SUPERIOR COURT  
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4. In lieu of litigation and in recognition of AFF's assistance and cooperation throughout the investigation, the AGO agrees to accept this Assurance on the terms and conditions contained herein, pursuant to the Massachusetts Consumer Protection Act, G.L. c. 93A, § 5.

5. AFF enters into this Assurance for settlement purposes only and denies the AGO's allegations, liability, or wrongdoing.

**II. Definitions**

The following definitions shall apply wherever the defined terms are used within this Assurance:

6. "Covered Conduct" means those acts or practices alleged in Paragraphs 10-26, below.

7. "Consumer" shall refer to any person residing in the Commonwealth of Massachusetts.

8. "Effective Date" means the date that this Assurance is filed in Suffolk Superior Court.

9. "Merchant" shall refer to any brick-and-mortar retailer located in Massachusetts and any online retailer that has partnered with AFF to offer its LTO product to Consumers.

**III. Allegations**

10. The Attorney General commenced an investigation into AFF's practices with respect to its LTO product in the Commonwealth by issuing a CID to AFF, pursuant to her authority under G.L. c. 93A, § 6. As a result of this investigation, the Attorney General alleges the following facts related to AFF:

**A. AFF's Violations of the Consumer Lease Act.**

11. G.L. c. 93, § 92(a)(i) requires that "[i]f an advertisement for a consumer lease states the amount of any payment or states that any or no initial payment is required, the

advertisement shall also clearly and conspicuously state” certain items, including “that the transaction advertised is a lease or rental-purchase agreement.”

12. The Attorney General alleges that AFF violated § 92(a)(i) of the Consumer Lease Act insofar as AFF’s email and/or SMS text advertisements advertised a specific amount down or no money down without clearly and conspicuously stating that the product offered was a lease.

13. G.L. c. 93, § 92A requires that “[f]or each *item* offered under a consumer lease the lessor shall clearly and conspicuously disclose: (i) the cash price of the item; (ii) the amount of the periodic payment; and (iii) the total number and total amount of periodic payments necessary to acquire ownership.” (emphasis added).

14. The Attorney General alleges that AFF did not consistently adhere to this requirement insofar as some of AFF’s lease tags listed multiple items on a single disclosure such that the per item price and per item payment amount was not disclosed.

15. AFF’s conduct as described in paragraphs 11-14 violated c. 93A and c. 93, §§ 92(a)(i) and 92A.

**B. AFF’s Deceptive Advertising.**

16. The Attorney General alleges that AFF engaged in advertising that is inconsistent with the LTO transaction being a lease, and which would have the effect of leading Consumers to misunderstand the nature and/or cost to obtain ownership of the merchandise. The Attorney General alleges that AFF benefited from the deceptive nature of its advertisements that had the effect of obfuscating the true nature of the LTO transaction as a lease.

17. AFF’s conduct as described in paragraph 16 violated c. 93A.

**C. AFF's Violations of the Commonwealth's Debt Collection Regulations.**

18. The Attorney General alleges that AFF violated the Attorney General's debt collection regulations by contacting debtors too frequently. Under 940 C.M.R. § 7.04(1)(f), creditors may not initiate more than two phone communications—which includes text messages—with a debtor in a seven-day period. The Attorney General alleges that AFF contacted Consumers whose LTO payments were past due by text and/or phone call more than two times in a seven-day period.

19. AFF's conduct as described in paragraph 18 violated c. 93A and 940 C.M.R. § 7.04(1)(f).

**D. AFF's Unfair Practices.**

20. The Attorney General alleges that AFF has caused some Consumers to sign up for a liability damage waiver ("LDW") on their leased items without intending to do so. The Attorney General alleges that language in the DocuSign experience of AFF's LTO agreement obstructed a portion of the lease that indicated the LDW was optional. The Attorney General alleges that the DocuSign experience of AFF's LTO agreement also included a misleading signature flag that stated "Required – Sign Here." The Attorney General alleges that some of AFF's lease agreements included the optional LDW and did not permit Consumers to decline it.

21. The Attorney General alleges that AFF placed unreasonable and unfair barriers to Consumers exercising the Early Buyout Option ("EBO"), a feature of its LTO which AFF advertises prominently. The EBO allows Consumers to obtain ownership of the merchandise after a specific period, typically 90 or 101 days for a minimal fee above the cash price. The total payment amount required to exercise the EBO is always significantly less than the total payment

amount required to obtain ownership after the EBO period expires, which can be more than double the cash price of the merchandise.

22. The Attorney General alleges that AFF only allowed Consumers to schedule up to four future auto-payments at a time that deviate from the default amount of their auto-payments under the lease agreement; if a Consumer wanted to change all of their payments going forward so that they would automatically purchase their product before the EBO period expired, they would need to call in every four weeks to do so. Likewise, the Attorney General alleges that AFF has required Consumers to call in to make their final payment to purchase the leased item and acquire ownership rather than scheduling the final payment ahead of time via auto-pay or paying it online as they might do for other payments.

23. The Attorney General alleges that AFF does not make it clear to Consumers that they could return leased items, or otherwise terminate their lease, and avoid further payments. The Attorney General alleges that AFF also made it difficult for Consumers to effectuate returns by requiring the Consumer to find an organization to accept donated merchandise. The Attorney General alleges that even when Consumers affirmatively requested to make a return, AFF's internal policies directed call representatives to offer four other options prior to initiating the return, which could then take several days to move forward with the LTO returns team.

24. AFF's conduct as described in paragraphs 20-23 was unfair and violated c. 93A.

25. The Attorney General alleges that the acts or practices identified in paragraphs 10-24 are independently or in combination unfair or deceptive, and as such constitute violations of G.L. c. 93A, § 2.

26. AFF knew or should have known that the acts and practices described in paragraphs 10-25 were unfair or deceptive and violated G.L. c. 93A, §2.

#### **IV. Assurances and Undertakings**

##### **A. Injunctive Terms**

###### **i. Leasable Merchandise.**

27. AFF shall maintain a policy prohibiting the leasing of services as any component of an LTO transaction in Massachusetts and shall ensure that AFF and its Merchants adhere to said policy.

28. If AFF enters an LTO agreement for the lease of services in violation of paragraph 27 of this Assurance, AFF shall undertake no collection efforts and shall decline any payments in connection with that LTO transaction. AFF shall forfeit any property associated with such an LTO agreement to the Consumer.

###### **ii. Advertising.<sup>1</sup>**

29. When advertising its LTO product in Massachusetts:

- a. AFF shall clearly and conspicuously disclose that the LTO product is a lease-to-own or rent-to-own arrangement;
- b. AFF shall not advertise approvals for specific amounts of money or access to "cash" or "funds"; however, AFF may advertise property items for lease totaling up to a specific dollar amount, provided that such advertisements comply with applicable statutes and regulations;
- c. AFF shall not imply that a bank is involved in reviewing or approving a lease-to-own application;

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<sup>1</sup> Unless otherwise stated, "advertising" shall have the same meaning as "advertising" under 940 Code Mass. Regs. 6.01.

- d. AFF shall not advertise property for lease that AFF does not in fact offer under its LTO transaction;
- e. AFF shall not make claims or representations using the phrases: "Buy Now, Pay Later," "Make it Yours for \$ \_\_," and/or statements suggesting to a reasonable consumer that a Consumer can purchase a gift with an LTO transaction;
- f. AFF shall not make claims or representations which have the tendency to deceive a reasonable consumer into believing the consumer will immediately assume ownership of the leased merchandise;
- g. AFF shall not advertise that any or no initial payment is required unless it clearly and conspicuously states that the agreement is a lease and otherwise complies with c. 93 § 92(a).

30. AFF shall retain all advertisements directed to Consumers or accessible to Consumers for a period of at least three (3) years.

31. AFF shall be responsible for ensuring compliance with these terms, regardless of whether an advertisement was created and published by or with the assistance of a Merchant or other third-party.

**iii. Disclosures.**

32. AFF shall ensure Consumers are provided a separate disclosure for each product a Consumer receives under the LTO transaction as required by G.L. c. 93, § 92A.

33. AFF shall clearly and conspicuously disclose in its LTO Product agreements (i) the cash price of the item; (ii) the amount of the periodic payment; and (iii) the total number and

total amount of periodic payments necessary to acquire ownership as required under the Consumer Lease Act, Mass. Gen. Laws. Ch. 93 § 92A.

**iv. Payment, Cancellation, & Return Practices.**

34. AFF shall do nothing to prevent Consumers from making earlier payments, additional payments, and/or higher payment amounts than required by their LTO agreement. AFF shall not limit the number of future payments Consumers may schedule. AFF shall permit Consumers to make any payment, including their last payment, via the same methods through which AFF allowed the Consumer to make any other payment.

35. If a Consumer makes payments that are earlier, in addition to, or for a higher amount than required by their LTO agreement but fails to acquire ownership by the EBO date, AFF shall:

- a. Treat the portion of the payment that exceeds the required amount as prepaid rent to be applied to the purchase price of the property. The application of the prepaid rent to the purchase price of the property will have the effect of shortening the lease term; or
- b. If the Consumer returns the merchandise or otherwise terminates the LTO agreement, AFF shall refund the Consumer any amounts in excess of the Consumer's contractually specified amount.

36. To the extent AFF continues to offer the EBO to Consumers, AFF must clearly and conspicuously disclose through the following methods the amount that the Consumer's recurring incremental payment would need to be in order to exercise the EBO: (1) on the consumer's online portal; (2) in any statements sent to the consumer; or (3) in any other communication to the consumer regarding their recurring payment amount, including AFF's 45-

and 10-Day EBO reminder emails. AFF shall also provide a 7-Day EBO reminder email. AFF shall amend its 45- and 10-Day EBO reminder emails to state: (1) the Consumer's payment options (e.g., self-service, PayNearMe, customer service); (2) the EBO expiration date; (3) the EBO Amount due by the EBO expiration date; (4) the amount of the Consumer's default renewal payment and that such payment will not be sufficient to use the EBO; and (5) the amount the Consumer's renewal payment would need to be in order to pay the EBO Amount by the EBO expiration date.

37. On or before September 30, 2026, AFF shall create mechanisms that allow Consumers to easily change their recurring payment amount, both over the phone and in the online portal. On an interim basis before AFF implements programming changes to effectuate this change, AFF shall offer Consumers a grace period of fourteen (14) calendar days to exercise the EBO.

38. Where a Consumer requests to return their leased merchandise or otherwise terminate their lease, AFF shall:

- a. Promptly facilitate the Consumer's return of the merchandise. For the avoidance of doubt, the following procedures must be followed:
  - i. For items that will be returned by mail, AFF must provide consumers the option of AFF sending the Consumer a pre-paid package for the Consumer to return the merchandise.
  - ii. For items that require special handling, uninstallation, or were originally delivered to the Consumer, AFF must provide the Consumer the option of AFF arranging, at AFF's expense, a company (either the original Merchant or a third-party) to pick

up, uninstall, and/or remove the item from the Consumer's location, as specified in the LTO agreement.

iii. For merchandise that must be donated rather than returned to the Merchant or AFF, AFF must supply the Consumer with a list of nearby organizations that will accept the item in question.

b. Immediately suspend the Consumer's auto-renewal payments (if any) and stop billing the Consumer for the lease.

39. As part of all collection calls, AFF shall inform Consumers of their option to return the merchandise and incur no additional charges. Likewise, if in the course of a telephone call or online chat interaction, a Consumer indicates that they cannot make their scheduled or past due payments, AFF shall inform Consumers of their option to return the merchandise and incur no additional charges. AFF will make clear that while the return procedure may depend upon many factors, the Consumer's right to terminate the LTO agreement for the merchandise is not conditional, regardless of the Merchant.

**v. Liability Damage Waiver (LDW).**

40. AFF shall maintain electronic signing functionality to require that all Consumers select or reject the Liability Damage Waiver (LDW), including by ensuring that the LDW is not selected as a default option on any of its LTO agreements and by ensuring that any electronic signature software does not obscure the explanation of the LDW.

**vi. Merchant Partners.**

41. For a period of three years, AFF will (1) undertake random semi-annual audits of at least twenty-five percent (25%) of Merchants to ensure compliance with paragraph 27, (2)

document the results of said audits, and (3) undertake remedial measures as necessary to correct any failure by any Merchants to adhere to this requirement.

42. AFF shall require that all Merchants undergo annual training on AFF's LTO product. AFF shall create a means of verifying that training has been completed by any Merchant who has the ability to generate an LTO contract in AFF's system. The training must include educating the Merchants on the business practices reflected in the Assurance, including the need to separately bill Consumers upfront for services, which cannot be leased.

43. AFF shall within a period of sixty (60) days after the Effective Date of this Assurance, notify all Merchants in writing of the business practices reflected in the Assurance. AFF is solely responsible for ensuring Merchants comply with AFF policies and the Assurance.

**vii. Debt Collection.**

44. Upon the Effective Date of the Assurance, going forward AFF shall ensure compliance with all Massachusetts laws and regulations regarding debt collection, including but not limited to 940 C.M.R. § 7.04(1)(f), which governs unreasonably frequent communications by phone or text with the debtor. AFF shall ensure that all third-party debt collectors with whom it contracts are likewise abiding by all Massachusetts laws and regulations regarding debt collection.

**viii. Employee Training.**

45. Within three (3) months of executing the Assurance, AFF shall conduct annual training for all employees whose work may relate to, concern, or affect Merchants or Consumers on the business practices contained within the Assurance.

**ix. Credits & Collections on Existing LTO Accounts.**

46. On the Effective Date of this Assurance, AFF shall issue a \$100 credit to all active LTO accounts associated with Consumers whose balances are current or less than thirty (30) days past due. AFF represents that to the best of its knowledge the total value of these credits is approximately \$99,000 as of the Effective Date. To the extent the amount of the \$100 credit exceeds the amount the Consumer owes to achieve the EBO or pay off their lease, AFF shall issue a refund check to the Consumer for the balance.

47. As of the Effective Date of this Assurance, AFF agrees not to collect, attempt to collect, or assign any right to collect payment on the remaining balance due on all LTO accounts associated with Consumers whose balances are thirty (30) or more days past due (referred to herein as "Defaulted Accounts"). AFF represents that to the best of its knowledge the total value of the Defaulted Accounts is approximately \$ 5,690,000 as of the Effective Date.

48. AFF shall recall all Defaulted Accounts from third-party debt collectors on or before the Effective Date. AFF shall not otherwise sell, assign, or transfer any Defaulted Accounts.

49. For any payments made on Defaulted Accounts after the Effective Date of this Assurance, AFF shall return the payments to the Consumer.

50. Within thirty (30) days of the Effective Date, AFF shall request that the tradelines for any Defaulted Accounts be deleted from the consumer's credit reporting file with any credit reporting agency where AFF or its third-party debt collectors previously reported the debt.

51. Within thirty (30) days of the Effective Date, AFF shall e-mail at the last known e-mail address each of the Consumers holding Defaulted Accounts, except for those Consumers whose accounts have already been discharged in bankruptcy or are the subject of an open

bankruptcy case, a written notice, in a form approved by the Attorney General. If any e-mail is returned as undeliverable, or AFF does not have an email address for the Consumer, it shall send the notice via first-class U.S. Mail to the last known address linked to the account. The notice will inform the Consumer of the following:

- a. AFF has entered into an agreement with the Massachusetts Attorney General's Office;
- b. AFF has agreed not to collect or attempt to collect any additional payments on this Defaulted Account;
- c. AFF has agreed not to assign or transfer its right to collect payment on this Defaulted Account;
- d. AFF requested deletion of the tradeline for the Defaulted Account if AFF had previously reported it to any credit reporting agency; the credit reporting agencies are not obligated to honor the request and AFF does not control the timing of any deletion; and
- e. Instructions to contact the Massachusetts Attorney General's Office with questions relating to the agreement.

**B. Monetary Payment**

52. On or before thirty (30) days from the Effective Date of this Assurance, AFF shall pay two million dollars (\$2,000,000) to the AGO by check or wire transfer payable to the "Commonwealth of Massachusetts," and shall be delivered to Attn: Adelaide Pagano, Assistant Attorney General, One Ashburton Place, Boston, MA 02108.

53. At her sole discretion, the Attorney General may use or distribute the payment described in the foregoing paragraph in any amount, allocation or apportionment and for any purpose permitted by law, including but not limited to: (a) payments to or for Consumers and for

the facilitation of this Assurance; (b) payments to the General Fund of the Commonwealth of Massachusetts; (c) payments to the Local Consumer Aid Fund established pursuant to G.L. c. 12, § 11G; or (iv) for programs or initiatives in furtherance of the protection of the people of the Commonwealth. For avoidance of doubt, AFF shall have no right to direct, nor any responsibility as to the use or application of funds by the Attorney General.

### **C. Reporting and Compliance**

54. For a period of three (3) years following entry of this Assurance, AFF shall provide the AGO the following transactional data on an annual basis:

- a. Total number of LTO transactions with Merchants and the total cost of ownership for each transaction;
- b. Total number of processed LTO cancellations/returns;
- c. Percentage of transactions in which LDW was selected;
- d. Percentage of transactions in which LDW was subsequently cancelled;
- e. Percentage of Consumers exercising the Early Buyout Option; and
- f. A list of all Merchants and the type of products they offer through the LTO transaction.

55. For a period of three (3) years following entry of this Assurance, AFF shall provide the AGO the following advertising data on an annual basis:

- a. All advertisements in use in Massachusetts during a two-month period within the last twelve (12) months<sup>2</sup>; and
- b. All text message advertisements sent to Consumers in the last twelve (12) months.

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<sup>2</sup> The specific two month period will be identified by the AGO with at least forty-five (45) days' notice to AFF.

56. For a period of three (3) years following entry of this Assurance, AFF shall provide the AGO a comprehensive report on an annual basis detailing its compliance with the Assurance. The report will include the results of third-party debt collector audits as well as the results of any semi-annual audits of Merchants undertaken pursuant to Paragraph 41 of the Assurance during the last twelve (12) months.

57. Upon reasonable request by the AGO, AFF shall provide supplemental documentation related to compliance with the Assurance, including individual account level data.

58. Within thirty (30) days of the Effective Date of the Assurance, AFF shall provide the AGO with a new version of the spreadsheet identified during the investigation as AFF\_MA\_CID\_000003151, with transactional data updated through the Effective Date, for the purpose of the Commonwealth effectuating restitution. The updated data will also indicate which accounts received a \$100 credit pursuant to Paragraph 46 and which accounts are Defaulted Accounts under Paragraphs 47-51.

**V. Release**

59. Contingent on compliance with the obligations set forth in Paragraph 52, the AGO fully and finally releases AFF from civil liability arising from the Covered Conduct occurring prior to the Effective Date.

60. Notwithstanding the preceding paragraph, for the removal of any doubt, any and all of the following forms of liability are specifically reserved and excluded from the above releases:

- a. private rights of action;
- b. tax liability;
- c. criminal liability;

- d. claims alleging violations of state or federal securities laws;
- e. claims alleging violations of state or federal antitrust laws; and/or
- f. claims by any other agency or subdivision of the Commonwealth of Massachusetts.

61. Further, nothing in this Assurance shall be deemed to preclude the AGO's review of conduct that occurs after the Effective Date, or any claims that may be brought by the AGO to enforce AFF's compliance with the Assurance.

## **VI. Notice**

62. Any notice that is made or required under the terms of this Assurance shall be provided via electronic mail and first-class mail to the following addresses.

For the Commonwealth:

Massachusetts Attorney General's Office  
Consumer Protection Division  
ATTN: Ellen Peterson & Adelaide Pagano  
One Ashburton Place, 18<sup>th</sup> Floor  
Boston, MA 02108  
[Ellen.Peterson@mass.gov](mailto:Ellen.Peterson@mass.gov)  
[Adelaide.Pagano@mass.gov](mailto:Adelaide.Pagano@mass.gov)

For American First Finance LLC:

American First Finance, LLC  
ATTN: Legal Department  
P.O. Box 565848  
Dallas, TX 75356  
[Legal@americanfirstfinance.com](mailto:Legal@americanfirstfinance.com)

and

Allen H. Denson, Esq.  
Morgan Lewis Bockius LLP  
1111 Pennsylvania Ave, NW  
Washington, DC 20004-2541  
[allen.denson@morganlewis.com](mailto:allen.denson@morganlewis.com)

## **VII. General Provisions**

63. This Assurance shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, and the Superior Court for Suffolk County shall retain jurisdiction over this Assurance.

64. This Assurance shall be effective as of the Effective Date.

65. This Assurance contains the complete agreement between the Parties. No promises, representations, or warranties other than those set forth in this Assurance have been made by either party. This Assurance supersedes all prior communications, discussions, or understandings, if any, of the Parties, whether written or oral.

66. The provisions of this Assurance are severable. If any provision herein is found to be legally insufficient, invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect and shall in no way be affected, impaired, or invalidated.

67. This Assurance shall be binding on AFF's successors, subsidiaries, and all other persons who have authority to control or who in fact control and direct AFF's business in the Commonwealth of Massachusetts.

68. If the Attorney General believes AFF to be in violation of this Assurance, the Attorney General shall give AFF written notice of the alleged violation(s). Upon receiving said notice, AFF shall have twenty-one (21) days from receipt of such written notice to provide a written response to the Attorney General's determination, during which time the Attorney General will not commence any action for breach of this Assurance. The response shall contain, at a minimum, either:

- a. A statement explaining why AFF believes that it is in full compliance with this Assurance; or
- b. A detailed explanation of how the alleged breach(es) occurred, and:

- i. A statement that the alleged breach has been addressed and a description of the action taken by AFF to address the breach; or
- ii. A statement that the alleged breach cannot be reasonably addressed within twenty-one (21) days from the receipt of the notice and an explanation as to why this timeframe is insufficient as well as details regarding any corrective action AFF has begun to address the alleged breach including a detailed and reasonable timetable for fully addressing the alleged breach.

Following receipt of AFF's response, the Attorney General may commence an action for breach of this Assurance at her discretion. Notwithstanding the other provisions of this paragraph, the Attorney General, in her sole discretion, may take immediate action at any time if she determines that there is a threat to the health or safety of the citizens of the Commonwealth. Further, nothing in this paragraph shall limit the Commonwealth's Civil Investigative Demand or investigative subpoena authority.

69. To the extent that the terms of this Assurance cite to existing state laws or regulations, any changes or modifications to those laws, or to interpretations of those laws or regulations by state or federal courts, shall supersede the corresponding terms of this Assurance.

70. AFF and the AGO participated in the drafting of this Assurance.

71. AFF waives all rights to appeal or to otherwise challenge or contest the validity of this Assurance.

72. Except as to the Notice provision, this Assurance may only be amended or supplemented by a written document signed by all parties or by court order.

73. This Assurance, as well as any amendments thereto, may be signed in multiple counterparts, each of which will be considered an original and all of which, when considered together, will constitute a whole.

74. Nothing in this Assurance shall relieve AFF of any obligations to comply with all applicable federal and state laws, rules, and regulations.

75. This Assurance does not constitute an approval by the AGO of AFF's acts or practices, and AFF shall make no representation to the contrary.

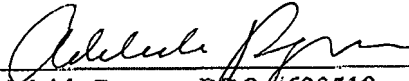
76. AFF shall not cause, encourage, or knowingly permit third parties acting as AFF's agents, on AFF's behalf or for its benefit, or otherwise under AFF's control or direction, to engage in practices from which AFF is prohibited by this Assurance.

77. AFF and its signatories have consulted with counsel in connection with their decision to enter into this Assurance.

78. Signatories for AFF represent and warrant that they have the full legal power, capacity, and authority to bind AFF.

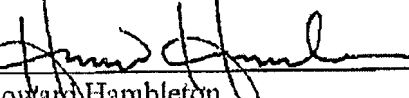
79. By signing below, AFF agrees to comply with all of the terms of this Assurance.

COMMONWEALTH OF MASSACHUSETTS  
ANDREA JOY CAMPBELL, ATTORNEY GENERAL

By:   
Adelaide Pagano, BBO #690518  
Assistant Attorney General  
Consumer Protection Division  
One Ashburton Place  
Boston, MA 02108  
p. 617.963.2122

Dated: May 11, 2026

American First Finance LLC

By:   
Howard Hambleton  
President  
P.O. Box 565848  
Dallas, TX 75356

Dated: May 8, 2026