

IN THE PHILADELPHIA COURT OF COMMON PLEAS
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
CIVIL TRIAL DIVISION



COMMONWEALTH OF PENNSYLVANIA,
BY ATTORNEY GENERAL MICHELLE A.
HENRY,

Petitioner,

v.

GPGL, LLC and GPGL HOLDINGS, LLC, d/b/a
FAST MONEY CAR TITLE LOANS

Respondents.

_____ Term, 2024

No. _____

ASSURANCE OF VOLUNTARY COMPLIANCE

AND NOW, comes the Commonwealth of Pennsylvania, acting by the Office of Attorney General Michelle A. Henry, (hereinafter “Commonwealth” or “Petitioner”), which caused an investigation to be made into the business practices of GPGL, LLC and GPGL HOLDINGS, LLC, d/b/a FAST MONEY CAR TITLE LOANS, and all of its subsidiaries, affiliates, and assigns (hereinafter “Respondents” or “GPGL”), pursuant to the provisions of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.* (hereinafter “Consumer Protection Law”), and the Loan Interest and Protection Law (“LIPL”), 41 P.S. § 101, *et seq.*, and states the following:

DEFINITIONS

WHEREAS, for purposes of this Agreement, the following definitions shall apply:

A. “Document” or “documents” shall mean all physically or electronically stored information, including writings, drawings, graphs, charts, photographs, sound recordings, images,

and other data or data compilations stored in any medium from which information can be obtained, and shall include drafts, non-identical copies, and file folders and jackets in which documents are contained. “Non-identical copies” are reproductions of original documents which have notations, markings, comments, or other material not appearing in the original.

B. “Effective Date” of this Assurance of Voluntary Compliance shall be the day it is filed with the Court of Common Pleas of Philadelphia County, Pennsylvania.

C. “Vehicle Title Loan” shall mean a loan of money to a resident of Pennsylvania that is secured by a motor vehicle title.

PARTIES

WHEREAS, Petitioner is the Commonwealth of Pennsylvania by the Office of Attorney General, with offices located at 15th Floor, Strawberry Square, Harrisburg, PA 17120.

WHEREAS, Respondent is a for-profit corporation registered in Florida with its principal address associated with a mailbox in a shipping store at 2430 Vanderbilt Beach Rd Suite 108-333, Naples, FL 34109, and with no physical office, no lease, and no phone number. *See Figure 1.*



Figure 1: The principal offices of GPGL, LLC, a mailbox at a shipping store located at 2430 Vanderbilt Beach Rd Suite 108-333, Naples, FL 34109.

Respondent's Registered Agent, Cory Mango, is located at 3715 Guadiato Ct, Naples, FL 34109. GPGL Holdings, LLC is also registered in Florida and is located at 2420 Southridge Rd, Delray Beach, FL 33444.

BACKGROUND

WHEREAS, Respondent has engaged in trade and commerce in Pennsylvania by conducting business as Fast Money Car Title Loans, which targeted Pennsylvania consumers with offers of Vehicle Title Loans and which generated leads for a third-party Vehicle Title Loan provider making Vehicle Title Loans that exceeded the lawful rate(s) of interest, in a direct violation of the Consumer Protection Law and the Loan Interest and Protection Law.

WHEREAS Fast Money Car Title Loans was not registered or licensed with the Pennsylvania Department of State or Bureau of Corporations, nor registered to use the fictitious name "Fast Money Car Title Loans" with the Pennsylvania Department of State.

WHEREAS, Under Section 201 of the Loan Interest and Protection Law ("LIPL"), 41 P.S. § 201, the maximum lawful rate of interest for the loan and use of money in amounts less than \$50,000 is six percent per year.

WHEREAS, the six-percent interest cap applies to all consumer lenders except those lenders who are licensed under the Consumer Discount Company Act ("CDCA"), 7 P.S. §§ 6201-6219, and who make loans in accordance with the limitations and requirements of that statute. See *Pa. Dept. of Banking v. NCAS of Delaware, LLC*, 948 A.2d 752 (Pa. 2008). This cap applies to all credit-related charges, however labeled, and applies to credit lines as well as fixed-amount loans. *Id.*

WHEREAS, the Pennsylvania Supreme Court has established that “the effect of these two statutes [CDCA and LIPL] is that if a lender is licensed by the Department [of Banking] in accord with the CDCA, it can charge between 6–24% on loans under \$25,000. If it is not licensed, it is bound by the 6% cap imposed by the LIPL.” *Cash Am. Net of Nevada, LLC v. Com., Dep’t of Banking*, 607 Pa. 432, 437–38, 8 A.3d 282, 285–86 (2010).

WHEREAS, based upon its investigation, the Commonwealth believes the Respondent has engaged in conduct which violates the Consumer Protection Law as more fully set forth below:

1. Respondent misled customers into believing that Fast Money Car Title Loans was a reputable company in compliance with the Consumer Protection Law, by *inter alia*, engaging in following acts to solicit Pennsylvania consumers:

a. Respondent redirected consumers’ phone calls and form submissions to a third-party entity, Tradition Media Group, LLC (hereinafter “TMG”), which operates call centers in Texas, Arizona, and Florida, pursuant to its lead-generation agreement with TMG. GPGL purchased the phone numbers it used for consumer contact, and those calls were automatically forwarded to TMG. Leads were ultimately sold to Vehicle Title Loan finance companies.

b. Respondent created at least six (6) separate Google Maps search results associated with GPGL, each with identical graphics and information.

c. All of Respondent’s Google Maps results were fake locations, chosen at random. None of the locations listed in the Google Maps results were places that consumers could go to obtain a loan. In fact, GPGL did not conduct business from any brick and mortar locations in Pennsylvania.

d. The fake Google Maps results were all associated with <https://fastmoneycartitleloans.com/philadlephia-pa/> and used the following addresses (*see Figures 2-7*):

a. Paid Today Car Title Loans registered at 4209 Boone St, Philadelphia, PA 19128, a residential, but possibly abandoned building;



Figure 2: 4209 Boone St, Philadelphia, PA 19128, the fake location of Paid Today Car Title Loans.

b. Royal Car Title Loans registered at 4729-31 Belgrade St #216, Philadelphia, PA 19137, vacant land in a residential area;



Figure 3: Vacant land at 4729-31 Belgrade St #216, Philadelphia, PA 19137, the fake location of Royal Car Title Loans.

- c. Prompt Car Title Loans registered at 2501 E Allegheny Ave,
Philadelphia, PA 19134, a row home;

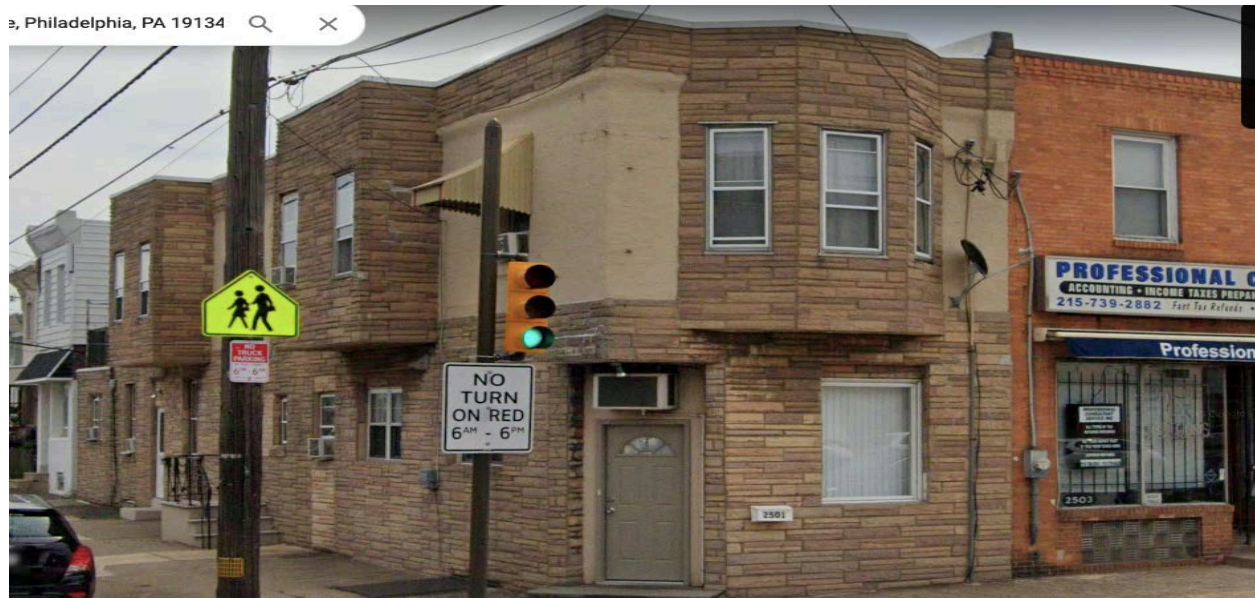


Figure 4: Corner residence at 2501 E Allegheny Ave, Philadelphia, PA 19134, the fake location of Prompt Car Title Loans.

d. First Choice Car Title Loans registered at 200-32 Chestnut St, Philadelphia, PA 19106, a U.S. Customs House, a federal government building;



Figure 5: The U.S. Customs House, a federal building, at 200-32 Chestnut St, Philadelphia, PA 19106, the fake location of First Choice Car Title Loans.

e. First-Choice Car Title Loans registered at 3216 A St, Philadelphia, PA 19134, a row home; and

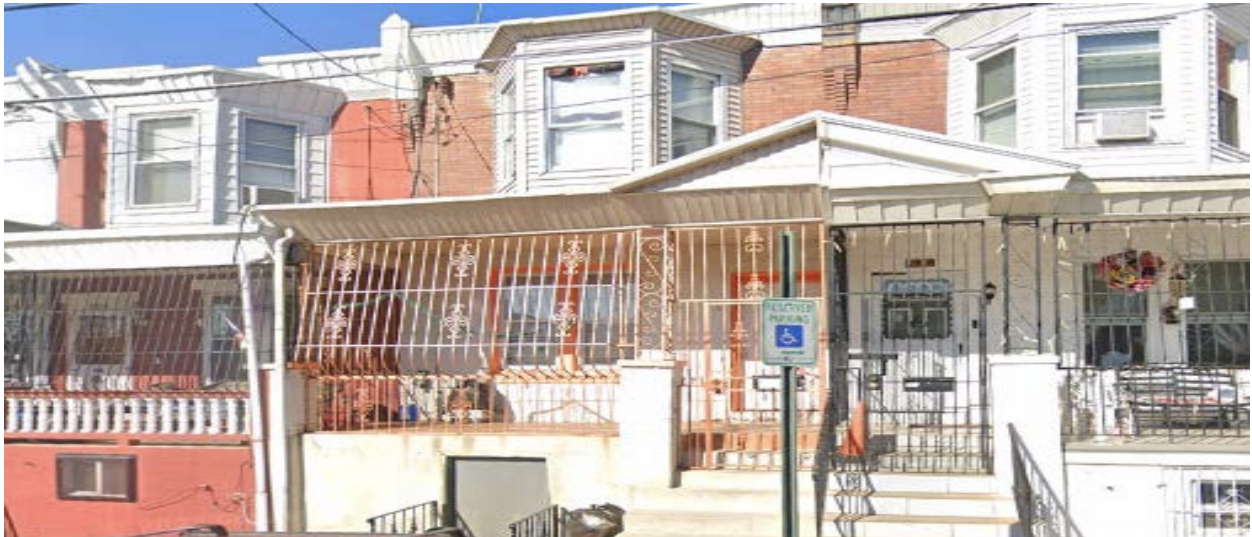


Figure 6: Row home at 3216 A St, Philadelphia, PA 19134, the fake location of First-Choice Car Title Loans.

f. Speedy Cash Car Title Loans registered at 904 W Dauphin St, Philadelphia, PA 19133, vacant land in a residential area.



Figure 7: Vacant land at 904 W Dauphin St, Philadelphia, PA 19133, the fake location of Speedy Cash Car Title Loans.

e. While all the fake company locations were purportedly in Pennsylvania, neither Fast Money Car Title Loans nor GPGL were registered in Pennsylvania.

f. For each of those Google Maps results, Respondent posted fake testimonials and endorsements of Fast Money Car Title Loans suggesting that Fast Money Car Title Loans was a reputable business. Many testimonials mentioned meetings with staff and positive experiences thereof. The addresses of each of these alleged offices were all residential, public, or on abandoned property. *See Figures 8-11.*

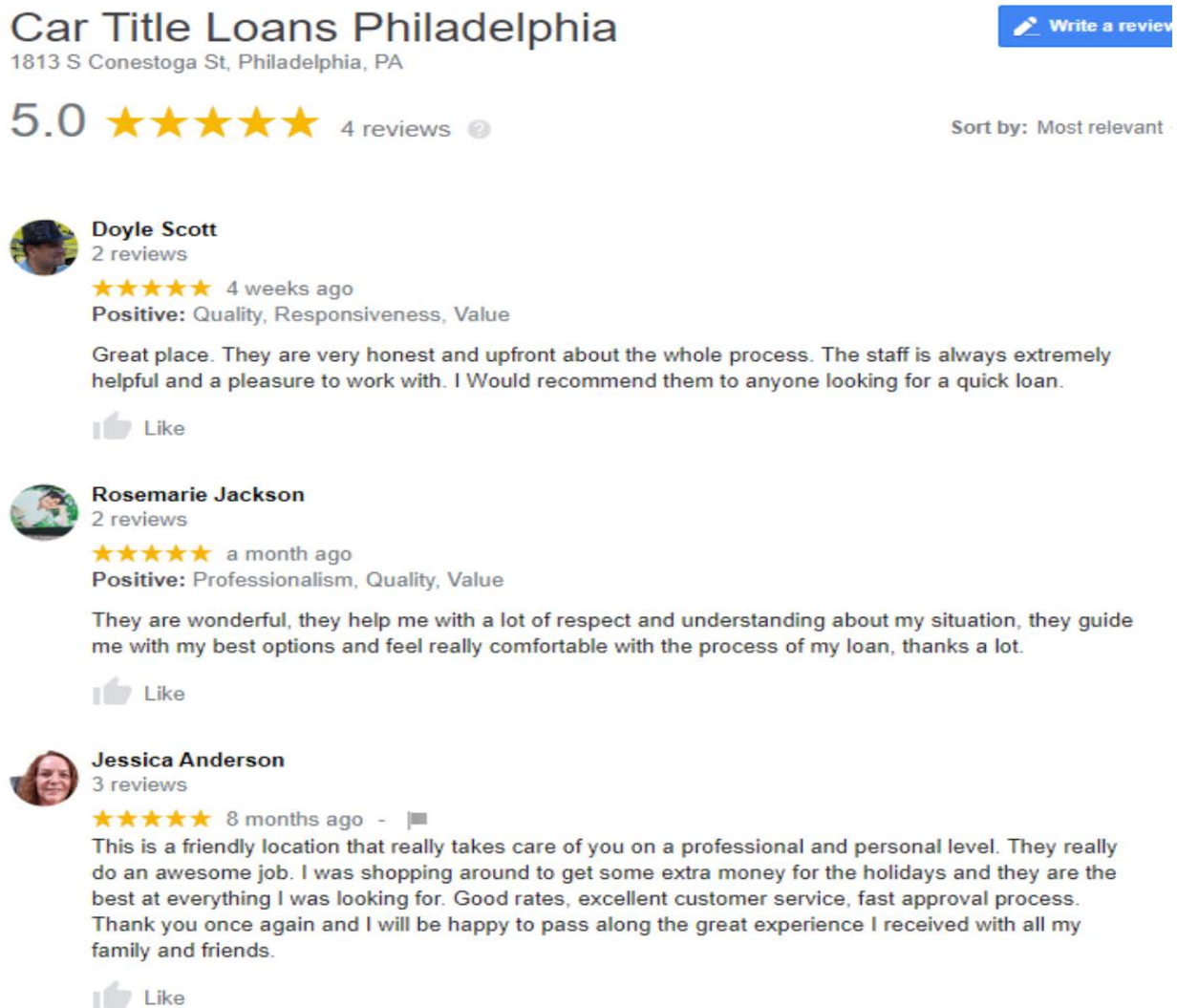


Figure 8: Fake consumer reviews from the purported Conestoga St location of Car Title Loans Philadelphia.

Paid Today Car Title Loans

4209 Boone St, Philadelphia, PA

 Write a review

5.0  4 reviews 

Sort by: Most relevant



John Chesser

3 reviews

 a week ago

Positive: Quality, Responsiveness, Value

They were really super amazing! They went above and beyond to make my experience the best possible. Explained every detail of the terms and conditions and got me approved in less than an hour.

 Like



Kari Carter

3 reviews

 a month ago

Positive: Quality, Responsiveness, Value

Awesome ladies! Very well trained. Fast and very efficient! I don't know who thinks this place is rude but they were awesome and very sweet. Keep up the great work and thank you for your help!

 Like



Frank Sisk

2 reviews

 4 weeks ago

Positive: Professionalism, Quality, Value

Great place to do business with their staff. I would recommend this place to everyone that needs their services.

 Like

Figure 9: Fake consumer endorsements from the purported Boone St location.

24 Hour Car Title Loans

2311 S Colorado St, Philadelphia, PA

 Write a review

5.0  4 reviews 

Sort by: Most relevant



James McGee

2 reviews

 a week ago

Positive: Professionalism, Quality, Value

Friendly employees, thanks to their staff. I'm very happy with their services. Also when you call them they are there to answer all the information you need to know. They are very professional to talk with. Thank you.

 Like



William Warren

2 reviews

 4 weeks ago

Positive: Quality, Responsiveness, Value

Very pleasant and enjoyable experience with the awesome staff of the company. They had excellent customer service skills. It was an easy process for getting a loan. I would recommend this company to you.

 Like



Max Adams

4 reviews

 a month ago

Positive: Quality, Responsiveness, Value

They provided excellent customer service! And worked with me in a timely fashion. I recommend going to them if you have any financial problems and need the money.

 Like

Figure 10: Fake consumer testimonials based on the purported S Colorado St location.

Speedy Cash Car Title Loans

904 W Dauphin St, Philadelphia, PA

 Write a review

5.0 ★★★★★ 4 reviews ?

Sort by: Most relevant



Stephen Dinsmore

4 reviews

★★★★★ 4 weeks ago

Positive: Professionalism, Quality, Responsiveness

Friendly staff with great customer service. If you are looking for a quick and fast car title loan. This is the best place for you.

 Like



John Zuber

5 reviews

★★★★★ a month ago

Positive: Professionalism, Quality, Value

The young ladies were very helpful and explained in detail the loan process. They assured me that my loan is approved, they were very professional and courteous, also the process didn't take long at all.

 Like



John Cooper

4 reviews

★★★★★ a week ago

Positive: Professionalism, Quality, Value

One time when I ran out of money, I jumped online and applied for cash for a title loan so I could get back home. Within a few hours, I already had the money I needed and I didn't miss out on a thing!

 Like

Figure 11: Fake consumer testimonials based on the purported W Dauphin St location.

- g. Respondent utilized a third-party vendor, shopnil.emon@yahoo.com, to create the fraudulent endorsements and testimonials of Fast Money Car Title Loans.
2. As result of Respondents' solicitations, many Vehicle Title Loans to Pennsylvania residents were issued for amounts below \$25,000 and interest rates above 6% without maintaining proper licensure with the Pennsylvania Department of Banking as required by the CDCA.
3. Respondent enticed consumers from within the Commonwealth via online advertising to purchase Vehicle Title Loans which are not permissible in the Commonwealth without proper licensure.

4. As result of Respondents' solicitations, Vehicle Title Loans were issued in amounts below \$50,000 and interest rates above 100%, greatly exceeding the maximum limit of 6% per annum in place for loans at \$50,000 or lower as set forth by LIPL, 41 P.S. §§ 201-202.

5. As result of Respondents' solicitations, Pennsylvania consumers were charged interest rates equaling 426% per annum in some instances.

WHEREAS, the Commonwealth, through the Office of Attorney General, has the "standing to bring a civil action for injunctive relief and such other relief as may be appropriate to secure compliance" with LIPL, 41 P.S. § 506(a).

WHEREAS, the aforesaid acts and practices constitute "unfair methods of competition" and/or "unfair or deceptive acts or practices," as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4)(ii), (iii), (v), and (xxi) as follows:

1. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services, 73 P.S. § 201-2(4)(ii);
2. Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another, 73 P.S. § 201-2(4)(iii);
3. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has sponsorship, approval, status, affiliation or connection that he does not have, 73 P.S. § 201-2(4)(v); and
4. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, 73 P.S. § 201-2(4)(xxi).

WHEREAS, Respondent agrees to cease and desist from engaging in the acts and practices alleged above and shall not violate the Consumer Protection Law.

WHEREAS, this Assurance of Voluntary Compliance is accepted by the Commonwealth pursuant to Section 201-5 of the Consumer Protection Law, in lieu of commencing statutory proceedings provided under Sections 201-4 of the Consumer Protection Law, 73 P.S. § 201-4; and

WHEREAS, under Section 201-5 of the Consumer Protection Law, this Assurance of Voluntary Compliance shall not be considered an admission of a violation for any purpose. 73 P.S. § 201-5.

SETTLEMENT TERMS

NOW THEREFORE, having conducted trade and commerce within the Commonwealth, Respondent agrees for itself, its successors, assigns, agents, employees, and all other persons acting on its behalf, directly or through any corporate or other business device to the following:

I. Injunctive and Affirmative Relief

A. Respondent shall comply with all provisions of the Consumer Protection Law and any amendments thereto; and it is permanently enjoined from any violation thereof.

B. Respondent shall cease and desist from engaging and conducting business in the Commonwealth of Pennsylvania.

C. Respondent shall cease and desist from engaging and conducting business as Fast Money Car Title Loans, or as any other entity that violates the Consumer Protection Law.

D. Respondent shall cease and desist from engaging, as principal, employee, agent or broker, in conducting business with Tradition Media Group, LLC, or with any other entity that violates the Consumer Protection Law.

E. Respondent shall cease and desist from creating, soliciting, purchasing, procuring, or publishing fraudulent consumer endorsements and testimonials, or any other false advertisements, of Fast Money Car Title Loans, or of any other entity that violates the Consumer

Protection Law, and from thereby suggesting to consumers that Fast Money Car Title Loans or other said entity is a reputable business.

F. If Respondent wishes to do business in the Commonwealth of Pennsylvania in the future, then Respondent shall send a written request for permission to conduct business, including a description of the nature of the business to be conducted and disclosures about any business partners to be engaged, to the Commonwealth of Pennsylvania at the following address:

Jonathan R. Burns
Deputy Attorney General
Office of Attorney General
15th Floor, Strawberry Square
Harrisburg, PA 17120
Telephone: (717) 645-7269
Email: jburns@attorneygeneral.gov

II. Monetary Relief

A. Respondent is responsible for and shall pay to the Commonwealth a total payment of \$45,000 (hereinafter “Required Payment”), which shall be allocated as follows:

1. **Restitution** in the amount of \$34, 844. 00;
2. **Civil Penalties** in the amount of \$10,000.00 shall be distributed to the Commonwealth of Pennsylvania, Department of Treasury; and
3. **Costs of Investigation** in the amount of \$156.00 shall be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to reimburse the costs incurred in pursuing this enforcement action, and shall be deposited in an interest-bearing account from which both principal and interest shall be expended for future public protection and education purposes.

B. Respondent shall pay this monetary relief as follows:

1. Respondent shall pay \$45,000.00 in three (3) equal payments of \$15,000.00 each.

- i. The first payment is due on the date that Respondent executes this AVC;
- ii. The second payment is due 45 days after execution of this AVC;
- iii. The final payment is due 90 days after execution of this AVC;

C. Respondent shall submit the Required Payments by certified check, cashier's check, or money order, made payable to the Commonwealth of Pennsylvania, Office of Attorney General, and forwarded to the address specified in paragraph I(D) above.

D. The Commonwealth shall use the funds paid by Respondent as restitution:

E. The Commonwealth shall have sole discretion concerning the distribution of restitution funds, which may include determining the borrowers to whom the Respondent made loans and from whom the Respondent collected payments or repossessed vehicles, the nature and amount of such payment, and directing a Settlement Administrator to make payments to these borrowers.

F. After Respondent has made the Required Payments, Respondent shall no longer have any property right, title, interest, or other legal claim in any funds held in escrow.

III. Miscellaneous Terms

A. The Philadelphia Court of Common Pleas shall maintain jurisdiction over the subject matter of this AVC and over the Respondent for purpose of enforcement of the terms of this AVC.

B. Time shall be of the essence with regards to Respondent's obligations hereunder.

C. Any failure of the Commonwealth to exercise any of its rights under this AVC

shall not constitute a waiver of its rights hereunder.

D. CORY MANGO, as MANAGING MEMBER of GPGL hereby states that ~~he~~ she is authorized to enter into and execute this AVC on behalf of GPGL.

E. Respondent is and has been represented by legal counsel and has been advised by their legal counsel of the meaning and effect of this AVC.

F. Respondent shall not, directly or indirectly, form a separate entity or corporation for the purpose of engaging in acts prohibited by this AVC or for the purpose of circumventing this AVC.

G. Respondent further agrees to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this AVC, whether required prior to, contemporaneous with or subsequent to the Effective Date, as defined herein.

H. Nothing contained in this AVC shall be construed to waive or limit any individual right of action by any consumer, person or entity, or by any local, state, federal or other governmental entity.

I. Respondent agrees by the signing of this AVC that Respondent shall abide by each of the aforementioned provisions and that the breach of any one of these terms shall be sufficient warrant for the Commonwealth of Pennsylvania to seek penalties provided for under Section 201-8(a) of the Consumer Protection Law, 73 P.S. § 201-8(a), and to seek any other equitable relief which the Court deems necessary or proper, up to and including forfeiture of the right to engage in trade or commerce within the Commonwealth of Pennsylvania.

J. This AVC may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts

of this AVC may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

K. Respondent understands and agrees that if it has made any false statement in or related to this AVC, that such statement is made pursuant to and under penalty of 18 Pa.C.S. § 4904 relating to unsworn falsifications to authorities.

L. This AVC sets forth all the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied. There are no representations, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this AVC that are not fully expressed herein or attached hereto. Each party specifically warrants that this AVC is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

M. If any clause, provision or section of this AVC shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this AVC and this AVC shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

N. Neither Petitioner nor Respondent shall be considered the drafter of this AVC or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this AVC.

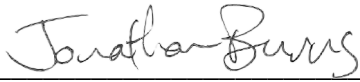
WHEREFORE, intending to be legally bound, the parties have hereto set their hands and seals.

SIGNATURES ON SEPARATE PAGES

For the Petitioner:
COMMONWEALTH OF PENNSYLVANIA

Michelle A. Henry
Attorney General

Date: 11/1/24

By: 

Jonathan R. Burns
Deputy Attorney General
Office of Attorney General
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Email: jburns@attorneygeneral.gov

For the Respondents

GPGL, LLC AND GPGL HOLDINGS, LLC

Date: 10/3/24

By: GMZ
CORY MANGO
GPGL, LLC

