

Exhibit 1

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK**

BRADLEY GOLDOWSKY, *on behalf of
himself and all other employees similarly
situated,*

Plaintiffs,

v.

EXETER FINANCE CORP.,

Defendant.

Civil Action No.: 15-CV-632

DECLARATION

I, Nova Albers, hereby declare and state as follows:

1. I am over the age of 18.
2. I am currently employed as Human Resources Director at Exeter Finance Corp. (Exeter). I have held this position since July of 2013. I have personal knowledge of the facts attested to in this Declaration.
3. Exeter is headquartered in Irving, Texas. Exeter acquires retail installment sales contracts from automobile dealers located across the country in a variety of different states. It has employees located in several different states across the country and maintains business relationships with automobile dealers in multiple states.
4. In the spring of 2015, Exeter finalized a change to its business model and consolidated numerous branches across the country into two branches located in Irving, Texas and Clearfield, Utah. Prior to the business model change, Exeter had 48 branches located throughout the United States.
5. At the commencement of their employment, Exeter issues an email address to its employees that is unique to each employee. Access to this email account is

controlled by password. Employees are expected to safeguard this email address and their password so that only the employee assigned to the email account may obtain access to it.

6. In the spring of 2014, Exeter instituted a program in which it agreed to arbitrate all legal disputes with its employees in return for its employees' agreement to do the same. It contacted every employee at their unique email address and provided them with a proposed Mutual Arbitration Agreement (MAA). A true and correct copy of this agreement is attached as Exhibit A to this declaration.
7. Employees were directed to read the MAA, together with other Human Resource-related materials.
8. Employees were then asked to signify that they understood the MAA and agreed to its terms by checking an electronic box labelled "I agree." *See* Exhibit A.
9. Employees were given the option to "opt-out of [the MAA] by delivering, within 30 days of the date [the MAA was] provided to Employee, a completed and signed Opt-Out Form to the Company's senior Human Resources officer at the Company's headquarters." Exhibit A ¶ 11. The MAA provides that if an employee does not opt out of the MAA, he or she shall be deemed to have accepted its terms. *Id.*
10. Since the company initiated its mutual arbitration program in the spring of 2014, all new company employees, upon their hire, are presented with a copy of the MAA. As with those employees who were employed in the spring of 2014, new employees are asked to acknowledge the MAA and are provided with 30 days in which to opt out of it.

11. When an employee acknowledges the MAA, an electronic business record is created that is maintained and accessed in the ordinary course of Exeter's business. This record identifies the date of the acknowledgment. I have access to these records and have reviewed them in connection with my testimony in this Declaration.
12. Those records establish that Bradley Goldowsky acknowledged his MAA on March 10, 2014. Mr. Goldowsky did not submit an Opt-Out Form after acknowledging his MAA.
13. These records also establish that the following individuals, whom I understand have filed consent to join forms in this lawsuit, acknowledged the MAA as follows:

<u>Consent Filer</u>	<u>Date of MAA Acknowledgment</u>
Christopher Armor	March 11, 2014
Constance C. Clymer	March 10, 2014
Latoya Lynn Coleman	March 18, 2014
Mario Deantonellis	April 9, 2014
Sarah deBerard	March 7, 2014
Irma Deplet	March 10, 2014
Stuart DeGraff	March 12, 2014
Larry Forney	April 7, 2014
Ryan Grundy	April 29, 2014
Cathy Jennier Hink	March 17, 2014
Martin F. Knoesel	April 4, 2014
Maranda Landers	March 12, 2014
Craig McKinnis	March 10, 2014

Cathleen Pliska	March 18, 2014
Joseph Repasky	March 18, 2014
Tiffany Rey	March 18, 2014
Randy J. Stewart	March 10, 2014
Shbrone Watson	March 29, 2014
Sheila Whitfield	March 8, 2014
Jonathan Whynock	March 10, 2014

None of these individuals submitted an Opt-Out Form after acknowledging their MAA.

14. Exeter's records show that Bradley Goldowsky's dates of employment were October 29, 2013 through December 2, 2014.

15. In the course of my job duties, I have become aware that the law firm of Thomas & Solomon LLP has been communicating with Exeter employees by letter.

Specifically, I have become aware that a letter from Thomas & Solomon LLP has been sent to Samantha Hawn, who is a Policies and Procedure Analyst in Exeter's Compliance Department; David Lowder, who is a Dealer Sales Manager; Christian Cahill, who was an Assistant Vice President of Credit Review; Nada Kassem, who is a Compliance Program Manager; and Natasha Serrano, who was a Customer Service Representative. All of these individuals alerted Exeter that they received letters from Thomas & Solomon and provided those letters to Exeter. A true and correct copy of the letters sent to these employees is attached as Exhibit B to this declaration.

a. The job duties of David Lowder include those specified in the job description for Dealer Sales Manager, a true and correct copy of which is attached to this

declaration as Exhibit C. David Lowder worked from his residence in South Carolina.

- b. The job duties of Christian Cahill included those specified in on the attached job description for Assistant Vice President of Credit Review, a true and correct copy of which is attached to this declaration as Exhibit D. Christian Cahill worked out of Exeter's Irving, Texas servicing center location.
- c. The job duties of Nada Kassem include those specified in the attached job description for Compliance Program Manager, a true and correct copy of which is attached to this declaration as Exhibit E. Nada Kassem works out of Exeter's Irving, Texas corporate location.
- d. The job duties of Natasha Serrano included those specified on the attached job description for Customer Service Representative, a true and correct copy of which is attached to this declaration as Exhibit F. Natasha Serrano worked out of Exeter's Clearfield, Utah location.

I affirm under penalty of perjury that the foregoing is true and correct.

Executed this 7th day of August, 2015.



A handwritten signature in cursive script, appearing to read "UDAS", is written above a horizontal line.

21985590.3

Exhibit A

MUTUAL ARBITRATION AGREEMENT

The undersigned employee ("Employee") and Exeter Finance Corp. (the "Company") voluntarily and knowingly enter into this Mutual Arbitration Agreement ("Agreement"):

1. Except as provided below, Employee and the Company both agree all legal disputes and claims between them, including without limitation those relating to Employee's employment with the Company or any separation therefrom and claims by Employee against the Company's parents, subsidiaries, affiliates, directors, employees, or agents, shall be determined exclusively by final and binding arbitration before a single, neutral arbitrator as described herein. Except as provided in paragraph 2 below, claims subject to arbitration under this Agreement include those for discrimination, harassment, or retaliation; wages, overtime, benefits, or other compensation; breach of any express or implied contract; violation of public policy; and negligence or other tort claims including defamation, fraud, and infliction of emotional distress. This Agreement does not in any way bar or restrict the right to file charges with the National Labor Relations Board. Except as provided below, Employee and the Company voluntarily waive all rights to trial in court before a judge or jury on all legal claims between them. Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

2. The only legal disputes and actions excluded from this Agreement are: (a) claims by Employee for workers' compensation, unemployment, or other benefits under a plan or program that provides its own process for dispute resolution; (b) claims for which this Agreement would be invalid as a matter of law; (c) claims that but for this Agreement would be included in any lawsuit previously filed and still pending as of the date of Employee's signature below; (d) actions to enforce this Agreement, compel arbitration, or enforce or vacate an arbitrator's award under this Agreement; and (e) a claim or charge with a federal, state, or local administrative agency including the National Labor Relations Board. As to such actions listed in subpart (d) above, the parties hereby agree and stipulate that such actions and this Agreement are covered and governed by Section 2 of the Federal Arbitration Act and the law of the state of the Company's principal place of business, both of which the parties agree shall apply to and govern this Agreement and its enforceability. If there is any conflict between federal and state law, the law providing the most opportunity for enforceability of this Agreement as written shall control. Additionally, this Agreement shall not prevent either party from seeking a provisional remedy in any court of competent jurisdiction, to the extent the law of the state in which Employee is or was employed permits parties to an arbitration agreement to obtain such relief.

3. As referenced above, by agreeing to submit the described claims to binding arbitration, Employee does not waive the right to file an administrative complaint with the appropriate administrative agency (e.g., the Equal Employment Opportunity Commission, National Labor Relations Board, Department of Labor, or similar agency) but does knowingly and voluntarily waive the right to file, or participate or obtain relief in, a court action of any nature seeking recovery of money damages or injunctive relief against the Company, except as described above. Company policy prohibits retaliation against Employee for exercising his or her rights under the National Labor Relations Act or any other statute.

4. A party wishing to initiate arbitration must notify the other party in writing by hand delivery or certified mail. The notice must identify the party requesting arbitration by name, address, and telephone number; describe the facts upon which the claim is based, the persons involved, and the date and location of any occurrences giving rise to the claim; and describe the remedy requested. Notice to the Company must be sent to its senior Human Resources official at the Company's corporate office. Notice to Employee must be sent to Employee's most recent residence address reflected in the Company's employment records.

5. Within 30 days of receipt of a notice of arbitration, the parties shall select a mutually agreeable arbitrator. The arbitration shall be held in or near the city in which Employee is or was last employed by the Company. To the maximum extent permitted by law and except as noted herein, the arbitrator selected by the parties shall administer the arbitration according to the National Rules for the Resolution of Employment Disputes (or successor rules) of the American Arbitration Association ("AAA"). Federal Rule of Civil Procedure 68 ("Offer of Judgment") shall apply, as well. In signing this Agreement, Employee acknowledges receipt of a copy of the AAA rules and Federal Rule of Civil Procedure 68, which also can be found at www.adr.org and http://www.law.cornell.edu/rules/frcp/rule_68, respectively, or requested from the Company. If AAA's rules are inconsistent with this Agreement, the terms of this Agreement shall govern. If the parties are unable to agree on an arbitrator, the party requesting arbitration can submit the matter to AAA, and an arbitrator shall be selected pursuant to AAA's rules.

6. The arbitrator's authority and jurisdiction shall be limited to determining the matter in dispute consistent with controlling law and this Agreement. Except as otherwise provided herein, the arbitrator shall apply the substantive law of the state in which the claim(s) arose and/or federal law, as applicable. The arbitrator shall have the same authority to decide dispositive motions and order remedies (e.g., emotional distress damages, punitive damages, equitable relief, etc.) as would a court of competent jurisdiction. The arbitrator shall not have the authority to hear disputes not recognized by existing law and shall dismiss such claims upon motion by either party in accordance with the summary judgment standards of the applicable jurisdiction. Similarly, the arbitrator shall not have the authority to order any remedy that a court would not be authorized to order. The arbitrator shall render a written award setting forth the arbitrator's findings of fact and conclusions of law. Except as noted in the following paragraph, the arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including without limitation any claim that this Agreement is void or voidable. Thus, except as noted in the following paragraph, the parties voluntarily waive the right to have a court determine the enforceability of this Agreement.

7. This Agreement prohibits the arbitrator from consolidating the claims of others into one proceeding, to the maximum extent permitted by law. This means that an arbitrator shall hear only individual claims and is prohibited from fashioning a proceeding as a class, collective, representative, or group action or awarding relief to a group of employees in one proceeding, to the maximum extent permitted by law. Any question or dispute concerning the scope or validity of this prohibition on class, collective, representative, and group actions shall be decided by a court of competent jurisdiction and not the arbitrator.

8. The Company shall pay all costs unique to arbitration (as compared to the costs of adjudicating the same claims before a court or agency), including the regular and customary arbitration fees and expenses. However, if Employee is the party initiating the claim, Employee shall be responsible for contributing an amount equal to the filing fee to initiate the claim in the court of general jurisdiction in the state in which Employee is or was last employed by the Company. Except as provided for in Federal Rule of Civil Procedure 68, each party shall pay its own attorneys' fees and any costs that are not unique to the arbitration (i.e., costs that each party would incur if the claim(s) were litigated in a court or agency such as costs to subpoena witnesses and/or documents; take depositions and purchase deposition transcripts; copy documents; etc.). Any dispute as to whether a cost is unique to arbitration shall be resolved by the arbitrator. The arbitrator may award reasonable fees and costs or any portion thereof to the prevailing party to the same extent a court would be entitled to do so, in accordance with applicable law.

9. This is the complete agreement between the parties on the subject of arbitration and supersedes any other understandings on the subject. No representations, oral or written, are being relied upon by either

party in executing this Agreement, other than those contained herein. This Agreement shall remain in effect even after the termination of Employee's employment with the Company. If any provision of this Agreement is deemed invalid or unenforceable, such provision shall be modified automatically to the minimum extent necessary to render the Agreement valid and enforceable. If a provision conflicts with a mandatory provision of applicable law, the conflicting provision shall be severed automatically and the remainder of the Agreement construed to incorporate the mandatory provision. In the event of such automatic severance and modification with respect to a particular provision, the remainder of this Agreement shall not be affected. Similarly, should a court determine that arbitration pursuant to this Agreement is unavailable for any reason, the parties agree and stipulate that they hereby waive any right to a jury and instead agree and stipulate that the claim(s) at issue will be heard only by a judge.

10. This Agreement shall be construed as a whole, according to its fair meaning, and not for or against any party. This Agreement may be modified or terminated only by a writing signed by Employee and a senior officer of the Company, or by the Company after 30 days' written notice to Employee. Any modification or termination of this Agreement shall be prospective only and shall not apply to any accrued or pending claims or disputes that have been initiated by either party pursuant to this Agreement prior to the expiration of the 30-day period.

11. Employee may opt-out of this Agreement by delivering, within 30 days of the date this Agreement is provided to Employee, a completed and signed Opt-Out Form to the Company's senior Human Resources officer at the Company's headquarters. An Opt-Out Form is available from the Human Resources office. If Employee does not deliver the form within 30 days, and if Employee accepts or continues employment with the Company after that date, Employee shall be deemed to have accepted the terms of this Agreement.

12. Employee warrants and agrees that he or she has read and understands this Agreement, and has consulted with an attorney of Employee's own choosing regarding the effect of this Agreement to the extent Employee deems necessary. By signing this Agreement, Employee acknowledges that he or she is knowingly and voluntarily waiving the right to file a lawsuit relating to Employee's employment with the Company as well as the right to resolve disputes in a proceeding before a judge or jury, except as described above. Employee further acknowledges and agrees that this Agreement, while mutually binding upon the parties, does not constitute a guarantee of continued employment for any fixed period or under any particular terms except those contained herein, and does not alter in any way the at-will nature of Employee's employment relationship.

I certify that by checking the box and clicking the "I Agree" button, I confirm that I have fully read and understand this agreement and further agree to all of the statements and obligations of the agreement.

Exhibit B

Thomas & Solomon LLP
THE EMPLOYMENT ATTORNEYS

April 22, 2015

Samantha Hawn
14000 Noel Rd Apt. 709
Dallas, TX 75240

Dear Samantha Hawn:

You may be entitled to money if you worked for Exeter Finance as an underwriter, credit manager or similar position. Our law firm is investigating a potential class action lawsuit on behalf of underwriters, credit managers and similar positions against Exeter Finance for unpaid overtime wages for hours worked over forty in a week. During the course of our investigation, we obtained your name from publically available information on the internet.

There is **no cost** to participate in the investigation. There will be no cost to you to participate in a class action lawsuit against Exeter Finance if we file one. You should, however, act **fast**, because there is a statute of limitations time limit, and delay could cause you to lose some or all of your rights in the potential lawsuit. If you would like to participate in the investigation and a potential class action lawsuit against Exeter Finance, please return the enclosed **Consent Form and Information Sheet**. If you would simply like more information regarding the investigation, return only the Information Sheet, see the enclosed Fact Sheet, or contact us at 1-877-272-4066.

You may qualify to participate in this investigation and any potential class action if:

- You worked for Exeter Finance as an Underwriter, Credit Manager or similar position in the last three to six years;
- You worked **over** forty hours in at least one week; and
- You were **not** paid time and a half for the hours worked over forty in a week.

Our law firm is also investigating other financial institutions and insurance companies who employed underwriters and similar positions but failed to pay overtime for hours over forty in a week. If you worked as an underwriter or similar position for any other employer, please include that information on the enclosed Information Sheet, or visit www.underwriterovertime.com for more information on our investigation and answers to your questions.

Our law firm recently obtained a \$42 million settlement for unpaid overtime for underwriters employed by J.P. Morgan Chase. We believe other employers nationwide have also failed to pay underwriters and similar positions the overtime pay they are owed. If you have questions or would like additional information about our firm, please contact us at 1-877-272-4066 or visit www.theemploymentattorneys.com.

Very truly yours,



J. Nelson Thomas

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693 East Avenue, Rochester, New York 14607 tel: 877.272.4066 fax: 585.272.0574
info@underwriterovertime.com • www.theemploymentattorneys.com

UNDERWRITER OVERTIME INVESTIGATION FACT SHEET

How do I participate in the investigation of Exeter Finance and other Financial Institutions?

Return Both Consent Form and Information Sheet. We have not yet decided whether to file lawsuits against Exeter Finance or any other Financial Institution or Insurance Company. If we decide to file a lawsuit in which we believe you might recover money we would then file your Consent Form to ask for your back wages. If you would rather just speak with us about our investigation, then complete only the Information Sheet. Although that means we would not have your authorization to ask the Court to give you money, submitting only the Information Sheet will allow us to learn more about your employment experience and alert you if a lawsuit is filed against your employer. We will not tell your employer that you submitted an information sheet. There is no cost to participate in this investigation. Contact us or visit www.underwritervertime.com for more information and answers to your questions.

Do I qualify for your investigation?

Our investigation is focused on individuals who were employed by Exeter Finance or any other Financial Institution or Insurance Company as an underwriter, or similar position, in the past six years. Federal law limits claims to the last three years at most. The time periods for recovery allowed by state law varies from state to state. For example in New York, one of the states where we are licensed, individuals may recover as far back as six years. While we are currently investigating as far back as the past six years, depending on the state you worked in, your recovery period may be different.

Is there any urgency to complete the Consent Form?

Yes! Depending on your circumstances, rules called the statutes of limitations may mean that any delay in returning the Consent Form can cost you back wages. If a lawsuit is filed, and you are awarded money under federal law, you will likely be able to collect back wages only for the three years immediately prior to the date of filing your Consent Form once the lawsuit has been commenced. The statute of limitations for damages under state law vary. Currently, our investigation includes only your current or former employer within the past six years, although depending on the state you worked in your recovery period may be longer or shorter than six years.

Are others participating in this investigation?

You Are Not Alone. We expect that many employees will ask to participate – which is consistent with what has happened in our similar investigations and class action lawsuits. Furthermore, federal law protects all employees taking part in any lawsuit to recover their overtime pay and prohibits an employer from taking adverse employment against any employee participating in overtime pay litigation. We will not tell your employer that you submitted the Consent Form until any lawsuit is filed, and any communications you have with us will be treated as privileged and confidential.

When does our representation start?

If you participate in our investigation, our representation of you will start only if we decide to commence a lawsuit and you decide to participate and we file your Consent Form with the Court which would cover only unpaid wage claims listed in the complaint. Choosing a lawyer is an important decision and you should select a lawyer to represent you who you feel can best protect your interests. Please contact us at 1-877-272-4066, if you have any questions.

Thomas & Solomon LLP
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CONSENT TO BECOME A PARTY PLAINTIFF

I consent to become a "party plaintiff," named, or a representative plaintiff in any Fair Labor Standards Act action of unpaid wages, including overtime wages, and related relief against my employer(s), including Exeter Finance Corp., and any related entity or person, on behalf of myself and other former and current employees of the employer(s).

I authorize the representative plaintiffs or plaintiffs' attorneys to file this consent with the Clerk of the Court. I hereby further authorize and designate the named plaintiffs to act on my behalf concerning the litigation, this investigation, consideration of settlement and attorneys' fees and costs, and all other matters pertaining to this lawsuit.

Signature

Date

Print Full Legal Name

INFORMATION SHEET

Please keep us informed of any changes to your contact information

Thomas & Solomon LLP
THE EMPLOYMENT ATTORNEYS

(PLEASE FILL OUT COMPLETELY)

Name _____
First Name Last Name

Home Phone (____) - ____ - ____

Address _____

Cell Phone (____) - ____ - ____

City _____ State _____ Zip Code _____

E-Mail Address _____

Social Security Number - -

Any personal identification information that you provide to us will not be disclosed and will only be used to protect your interests and the class members in this investigation or any lawsuit.

Please note that, while you provided us with protected confidential information and are seeking legal advice, our formal representation of you will start only if and when we submit your Consent Form in court seeking payment of unpaid wages, and other claims arising out of the applicable wage and hour laws.

Financial Institution: _____

Name

Dates of Employment: / / / /
Start Date End Date

Employment Location: _____

Job Title: _____

Financial Institution: _____

Name

Dates of Employment: / / / /
Start Date End Date

Employment Location: _____

Job Title: _____

Signature

Print Full Legal Name

PLEASE RETURN TO Thomas & Solomon LLP
693 East Avenue
Rochester, New York 14607

If you have any additional questions, feel free to contact the law firm above at
www.underwriterovertime.com (Website) info@underwriterovertime.com (e-mail)
1.877.272.4066 (telephone M-F 9:00A-5:00P ET) 877.272.4088 (facsimile)

Thomas & Solomon LLP
THE EMPLOYMENT ATTORNEYS

April 22, 2015

David Lowder
7868 Expedition Dr
North Charleston, SC 29420-9012

Dear David Lowder:

You may be entitled to money if you worked for Exeter Finance as an underwriter, credit manager or similar position. Our law firm is investigating a potential class action lawsuit on behalf of underwriters, credit managers and similar positions against Exeter Finance for unpaid overtime wages for hours worked over forty in a week. During the course of our investigation, we obtained your name from publically available information on the internet.

There is no cost to participate in the investigation. There will be no cost to you to participate in a class action lawsuit against Exeter Finance if we file one. You should, however, act fast, because there is a statute of limitations time limit, and delay could cause you to lose some or all of your rights in the potential lawsuit. If you would like to participate in the investigation and a potential class action lawsuit against Exeter Finance, please return the enclosed Consent Form and Information Sheet. If you would simply like more information regarding the investigation, return only the Information Sheet, see the enclosed Fact Sheet, or contact us at 1-877-272-4066.

You may qualify to participate in this investigation and any potential class action if:

- You worked for Exeter Finance as an Underwriter, Credit Manager or similar position in the last three to six years;
- You worked over forty hours in at least one week; and
- You were not paid time and a half for the hours worked over forty in a week.

Our law firm is also investigating other financial institutions and insurance companies who employed underwriters and similar positions but failed to pay overtime for hours over forty in a week. If you worked as an underwriter or similar position for any other employer, please include that information on the enclosed Information Sheet, or visit www.underwriterovertime.com for more information on our investigation and answers to your questions.

Our law firm recently obtained a \$42 million settlement for unpaid overtime for underwriters employed by J.P. Morgan Chase. We believe other employers nationwide have also failed to pay underwriters and similar positions the overtime pay they are owed. If you have questions or would like additional information about our firm, please contact us at 1-877-272-4066 or visit www.theemploymentattorneys.com.

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Is there any urgency to complete the Consent Form?

Yes! Depending on your circumstances, rules called the statutes of limitations may mean that any delay in returning the Consent Form can cost you back wages. If a lawsuit is filed, and you are awarded money under federal law, you will likely be able to collect back wages only for the three years immediately prior to the date of filing your Consent Form once the lawsuit has been commenced. The statute of limitations for damages under state law vary. Currently, our investigation includes only your current or former employer within the past six years, although depending on the state you worked in your recovery period may be longer or shorter than six years.

Are others participating in this investigation?

You Are Not Alone. We expect that many employees will ask to participate – which is consistent with what has happened in our similar investigations and class action lawsuits. Furthermore, federal law protects all employees taking part in any lawsuit to recover their overtime pay and prohibits an employer from taking adverse employment against any employee participating in overtime pay litigation. We will not tell your employer that you submitted the Consent Form until any lawsuit is filed, and any communications you have with us will be treated as privileged and confidential.

When does our representation start?

If you participate in our investigation, our representation of you will start only if we decide to commence a lawsuit and you decide to participate and we file your Consent Form with the Court which would cover only unpaid wage claims listed in the complaint. Choosing a lawyer is an important decision and you should select a lawyer to represent you who you feel can best protect your interests. Please contact us at 1-877-272-4066, if you have any questions.

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I authorize the representative plaintiffs or plaintiffs' attorneys to file this consent with the Clerk of the Court. I hereby further authorize and designate the named plaintiffs to act on my behalf concerning the litigation, this investigation, consideration of settlement and attorneys' fees and costs, and all other matters pertaining to this lawsuit.

Signature

Date

Print Full Legal Name

INFORMATION SHEET

Thomas & Solomon LLP
THE EMPLOYMENT ATTORNEYS

Please keep us informed of any changes to your contact information

(PLEASE FILL OUT COMPLETELY)

Name _____
First Name Last Name

Home Phone (____) - ____ - ____

Address _____

Cell Phone (____) - ____ - ____

City _____ State ____ Zip Code _____

E-Mail Address _____

Social Security Number - -

Any personal identification information that you provide to us will not be disclosed and will only be used to protect your interests and the class members in this investigation or any lawsuit.

Please note that, while you provided us with protected confidential information and are seeking legal advice, our formal representation of you will start only if and when we submit your Consent Form in court seeking payment of unpaid wages, and other claims arising out of the applicable wage and hour laws.

Financial Institution: _____
Name

Dates of Employment: / / / /
Start Date End Date

Employment Location: _____

Job Title: _____

Financial Institution: _____
Name

Dates of Employment: / / / /
Start Date End Date

Employment Location: _____

Job Title: _____

Signature

Print Full Legal Name

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693 East Avenue
Rochester, New York 14607

If you have any additional questions, feel free to contact the law firm above at
www.underwriterovertime.com (Website) info@underwriterovertime.com (e-mail)
1.877.272.4066 (telephone M-F 9:00A-5:00P ET) 877.272.4088 (facsimile)

Thomas & Solomon LLP
THE EMPLOYMENT ATTORNEYS

April 22, 2015

Christian Cahill
404 Live Oak Dr
Euless, TX 76040

Dear Christian Cahill:

You may be entitled to money if you worked for Exeter Finance as an underwriter, credit manager or similar position. Our law firm is investigating a potential class action lawsuit on behalf of underwriters, credit managers and similar positions against Exeter Finance for unpaid overtime wages for hours worked over forty in a week. During the course of our investigation, we obtained your name from publically available information on the internet.

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Very truly yours,



J. Nelson Thomas

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info@underwriterovertime.com • www.theemploymentattorneys.com

UNDERWRITER OVERTIME INVESTIGATION FACT SHEET

How do I participate in the investigation of Exeter Finance and other Financial Institutions?

Return Both Consent Form and Information Sheet. We have not yet decided whether to file lawsuits against Exeter Finance or any other Financial Institution or Insurance Company. If we decide to file a lawsuit in which we believe you might recover money we would then file your Consent Form to ask for your back wages. If you would rather just speak with us about our investigation, then complete only the Information Sheet. Although that means we would not have your authorization to ask the Court to give you money, submitting only the Information Sheet will allow us to learn more about your employment experience and alert you if a lawsuit is filed against your employer. We will not tell your employer that you submitted an information sheet. There is no cost to participate in this investigation. Contact us or visit www.underwriterovertime.com for more information and answers to your questions.

Do I qualify for your investigation?

Our investigation is focused on individuals who were employed by Exeter Finance or any other Financial Institution or Insurance Company as an underwriter, or similar position, in the past six years. Federal law limits claims to the last three years at most. The time periods for recovery allowed by state law varies from state to state. For example in New York, one of the states where we are licensed, individuals may recover as far back as six years. While we are currently investigating as far back as the past six years, depending on the state you worked in, your recovery period may be different.

Is there any urgency to complete the Consent Form?

Yes! Depending on your circumstances, rules called the statutes of limitations may mean that any delay in returning the Consent Form can cost you back wages. If a lawsuit is filed, and you are awarded money under federal law, you will likely be able to collect back wages only for the three years immediately prior to the date of filing your Consent Form once the lawsuit has been commenced. The statute of limitations for damages under state law vary. Currently, our investigation includes only your current or former employer within the past six years, although depending on the state you worked in your recovery period may be longer or shorter than six years.

Are others participating in this investigation?

You Are Not Alone. We expect that many employees will ask to participate – which is consistent with what has happened in our similar investigations and class action lawsuits. Furthermore, federal law protects all employees taking part in any lawsuit to recover their overtime pay and prohibits an employer from taking adverse employment against any employee participating in overtime pay litigation. We will not tell your employer that you submitted the Consent Form until any lawsuit is filed, and any communications you have with us will be treated as privileged and confidential.

When does our representation start?

If you participate in our investigation, our representation of you will start only if we decide to commence a lawsuit and you decide to participate and we file your Consent Form with the Court which would cover only unpaid wage claims listed in the complaint. Choosing a lawyer is an important decision and you should select a lawyer to represent you who you feel can best protect your interests. Please contact us at 1-877-272-4066, if you have any questions.

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CONSENT TO BECOME A PARTY PLAINTIFF

I consent to become a "party plaintiff," named, or a representative plaintiff in any Fair Labor Standards Act action of unpaid wages, including overtime wages, and related relief against my employer(s), including Exeter Finance Corp., and any related entity or person, on behalf of myself and other former and current employees of the employer(s).

I authorize the representative plaintiffs or plaintiffs' attorneys to file this consent with the Clerk of the Court. I hereby further authorize and designate the named plaintiffs to act on my behalf concerning the litigation, this investigation, consideration of settlement and attorneys' fees and costs, and all other matters pertaining to this lawsuit.

Signature

Date

Print Full Legal Name

INFORMATION SHEET



Please keep us informed of any changes to your contact information

(PLEASE FILL OUT COMPLETELY)

Name _____
First Name Last Name

Home Phone (____) - ____ - ____

Address _____

Cell Phone (____) - ____ - ____

City _____ State _____ Zip Code _____

E-Mail Address _____

Social Security Number - -

Any personal identification information that you provide to us will not be disclosed and will only be used to protect your interests and the class members in this investigation or any lawsuit.

Please note that, while you provided us with protected confidential information and are seeking legal advice, our formal representation of you will start only if and when we submit your Consent Form in court seeking payment of unpaid wages, and other claims arising out of the applicable wage and hour laws.

Financial Institution: _____
Name _____

Dates of Employment: / / / /
Start Date End Date

Employment Location: _____

Job Title: _____

Financial Institution: _____
Name _____

Dates of Employment: / / / /
Start Date End Date

Employment Location: _____

Job Title: _____

Signature

Print Full Legal Name

PLEASE RETURN TO Thomas & Solomon LLP
693 East Avenue
Rochester, New York 14607

If you have any additional questions, feel free to contact the law firm above at
www.underwriterovertime.com (Website) info@underwriterovertime.com (e-mail)
1.877.272.4066 (telephone M-F 9:00A-5:00P ET) 877.272.4088 (facsimile)

Thomas & Solomon LLP
THE EMPLOYMENT ATTORNEYS

April 22, 2015

Nada Kassem
684 Lake Carolyn Pkwy Apt. 326
Irving, TX 75039

Dear Nada Kassem:

You may be entitled to money if you worked for Exeter Finance as an underwriter, credit manager or similar position. Our law firm is investigating a potential class action lawsuit on behalf of underwriters, credit managers and similar positions against Exeter Finance for unpaid overtime wages for hours worked over forty in a week. During the course of our investigation, we obtained your name from publicly available information on the internet.

There is no cost to participate in the investigation. There will be no cost to you to participate in a class action lawsuit against Exeter Finance if we file one. You should, however, act fast, because there is a statute of limitations time limit, and delay could cause you to lose some or all of your rights in the potential lawsuit. If you would like to participate in the investigation and a potential class action lawsuit against Exeter Finance, please return the enclosed **Consent Form and Information Sheet**. If you would simply like more information regarding the investigation, return only the Information Sheet, see the enclosed Fact Sheet, or contact us at 1-877-272-4066.

You may qualify to participate in this investigation and any potential class action if:

- You worked for Exeter Finance as an Underwriter, Credit Manager or similar position in the last three to six years;
- You worked over forty hours in at least one week; and
- You were not paid time and a half for the hours worked over forty in a week.

Our law firm is also investigating other financial institutions and insurance companies who employed underwriters and similar positions but failed to pay overtime for hours over forty in a week. If you worked as an underwriter or similar position for any other employer, please include that information on the enclosed Information Sheet, or visit www.underwriterovertime.com for more information on our investigation and answers to your questions.

Our law firm recently obtained a \$42 million settlement for unpaid overtime for underwriters employed by J.P. Morgan Chase. We believe other employers nationwide have also failed to pay underwriters and similar positions the overtime pay they are owed. If you have questions or would like additional information about our firm, please contact us at 1-877-272-4066 or visit www.theemploymentattorneys.com.

Very truly yours,



J. Nelson Thomas

ATTORNEY ADVERTISING

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Do I qualify for your investigation?

Our investigation is focused on individuals who were employed by Exeter Finance or any other Financial Institution or Insurance Company as an underwriter, or similar position, in the past six years. Federal law limits claims to the last three years at most. The time periods for recovery allowed by state law varies from state to state. For example in New York, one of the states where we are licensed, individuals may recover as far back as six years. While we are currently investigating as far back as the past six years, depending on the state you worked in, your recovery period may be different.

Is there any urgency to complete the Consent Form?

Yes! Depending on your circumstances, rules called the statutes of limitations may mean that any delay in returning the Consent Form can cost you back wages. If a lawsuit is filed, and you are awarded money under federal law, you will likely be able to collect back wages only for the three years immediately prior to the date of filing your Consent Form once the lawsuit has been commenced. The statute of limitations for damages under state law vary. Currently, our investigation includes only your current or former employer within the past six years, although depending on the state you worked in your recovery period may be longer or shorter than six years.

Are others participating in this investigation?

You Are Not Alone. We expect that many employees will ask to participate – which is consistent with what has happened in our similar investigations and class action lawsuits. Furthermore, federal law protects all employees taking part in any lawsuit to recover their overtime pay and prohibits an employer from taking adverse employment against any employee participating in overtime pay litigation. We will not tell your employer that you submitted the Consent Form until any lawsuit is filed, and any communications you have with us will be treated as privileged and confidential.

When does our representation start?

If you participate in our investigation, our representation of you will start only if we decide to commence a lawsuit and you decide to participate and we file your Consent Form with the Court which would cover only unpaid wage claims listed in the complaint. Choosing a lawyer is an important decision and you should select a lawyer to represent you who you feel can best protect your interests. Please contact us at 1-877-272-4066, if you have any questions.

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INFORMATION SHEET

Thomas & Solomon LLP
THE EMPLOYMENT ATTORNEYS

Please keep us informed of any changes to your contact information.

(PLEASE FILL OUT COMPLETELY)

Name _____
First Name Last Name

Home Phone (____) - ____ - ____

Address _____

Cell Phone (____) - ____ - ____

City _____ State _____ Zip Code _____

E-Mail Address _____

Social Security Number - -

Any personal identification information that you provide to us will not be disclosed and will only be used to protect your interests and the class members in this investigation or any lawsuit.

Please note that, while you provided us with protected confidential information and are seeking legal advice, our formal representation of you will start only if and when we submit your Consent Form in court seeking payment of unpaid wages, and other claims arising out of the applicable wage and hour laws.

Financial Institution: _____
Name

Dates of Employment: / / / /
Start Date End Date

Employment Location: _____

Job Title: _____

Financial Institution: _____
Name

Dates of Employment: / / / /
Start Date End Date

Employment Location: _____

Job Title: _____

Signature

Print Full Legal Name

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Rochester, New York 14607

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1.877.272.4066 (telephone M-F 9:00A-5:00P ET) 877.272.4088 (facsimile)

Thomas & Solomon LLP
THE EMPLOYMENT ATTORNEYS

April 22, 2015

Natasha Serrano
1792 E 5625 S Apt B
Ogden, UT 84403-5014

Dear Natasha Serrano:

You may be entitled to money if you worked for Exeter Finance as an underwriter, credit manager or similar position. Our law firm is investigating a potential class action lawsuit on behalf of underwriters, credit managers and similar positions against Exeter Finance for unpaid overtime wages for hours worked over forty in a week. During the course of our investigation, we obtained your name from publically available information on the internet.

There is no cost to participate in the investigation. There will be no cost to you to participate in a class action lawsuit against Exeter Finance if we file one. You should, however, act fast, because there is a statute of limitations time limit, and delay could cause you to lose some or all of your rights in the potential lawsuit. If you would like to participate in the investigation and a potential class action lawsuit against Exeter Finance, please return the enclosed Consent Form and Information Sheet. If you would simply like more information regarding the investigation, return only the Information Sheet, see the enclosed Fact Sheet, or contact us at 1-877-272-4066.

You may qualify to participate in this investigation and any potential class action if:

- You worked for Exeter Finance as an Underwriter, Credit Manager or similar position in the last three to six years;
- You worked over forty hours in at least one week; and
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Our law firm is also investigating other financial institutions and insurance companies who employed underwriters and similar positions but failed to pay overtime for hours over forty in a week. If you worked as an underwriter or similar position for any other employer, please include that information on the enclosed Information Sheet, or visit www.underwriterovertime.com for more information on our investigation and answers to your questions.

Our law firm recently obtained a \$42 million settlement for unpaid overtime for underwriters employed by J.P. Morgan Chase. We believe other employers nationwide have also failed to pay underwriters and similar positions the overtime pay they are owed. If you have questions or would like additional information about our firm, please contact us at 1-877-272-4066 or visit www.theemploymentattorneys.com.

Very truly yours,



J. Nelson Thomas

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Thomas & Solomon LLP
THE EMPLOYMENT ATTORNEYS

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(PLEASE FILL OUT COMPLETELY)

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First Name Last Name

Home Phone (____) - ____ - _____

Address _____

Cell Phone (____) - ____ - _____

City _____ State ____ Zip Code _____

E-Mail Address _____

Social Security Number - -

Any personal identification information that you provide to us will not be disclosed and will only be used to protect your interests and the class members in this investigation or any lawsuit.

Please note that, while you provided us with protected confidential information and are seeking legal advice, our formal representation of you will start only if and when we submit your Consent Form in court seeking payment of unpaid wages, and other claims arising out of the applicable wage and hour laws.

Financial Institution: _____
Name

Dates of Employment: / / / /
Start Date End Date

Employment Location: _____

Job Title: _____

Financial Institution: _____
Name

Dates of Employment: / / / /
Start Date End Date

Employment Location: _____

Job Title: _____

Signature

Print Full Legal Name

PLEASE RETURN TO Thomas & Solomon LLP
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Rochester, New York 14607

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1.877.272.4066 (telephone M-F 9:00A-5:00P ET) 877.272.4088 (facsimile)

Exhibit C



JOB DESCRIPTION

Job Title:	Dealer Sales Manager I		
Reports to:	Sales Director		
Department:	Originations		
Location:	Various		
Type of Position	<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Intern <input type="checkbox"/> Temporary		<input checked="" type="checkbox"/> Exempt <input type="checkbox"/> Nonexempt
Prepared by:	T. England	Date:	01-31-2013
JOB SUMMARY			
The Dealer Sales Manager I is responsible for managing and marketing to local dealerships, and developing local dealer relationships in person and by telephone that generate contracts according to Exeter's established credit risk and profitability models.			
JOB DUTIES			% TIME
1. Builds relationships with local dealers by providing the highest quality customer service in the industry. Effectively manages and markets local dealer relationships to achieve all quality, pricing and volume objectives. Follows up on approved deals. Logs dealer visits into Sales Force regularly.			40%
2. Supports and assists team members in planning and execution of the Buying Centers operations. Assists in underwriting, when necessary; and assists in collecting buybacks, as needed.			20%
3. Communicates a weekly marketing schedule with Buying Centers operations. Communicates local market trends and remain aware of competitive programs as appropriate.			10%
4. Reviews local market findings with management and address dealers in problem areas to decide on appropriate action to be take.			10%
5. Maintains thorough understanding of key performance indicators relevant to position.			10%
6. Ensures compliance with Exeter's policies & procedures, safety, state and federal laws, regulations and standards.			05%
7. Other duties as required.			05%
TOTAL:			100%



QUALIFICATIONS - EDUCATION AND WORK EXPERIENCE

- High School Diploma or equivalent required. College degree preferred.
- Three (3) to five (5) years of successful sales experience.
- Complete understanding of Exeter's credit policies and procedures.
- Thorough understanding of Exeter's growth goals and risk pricing criteria.
- Must have a thorough understanding of dealership operations and the auto finance industry.
- Strong interpersonal and people skills.
- Must possess the ability to make consistent quality decisions.
- Must possess team building and relationship management skills.
- Must be self-motivated and able to work independently.
- Able to meet deadlines and establish objectives.
- Must have strong marketing and sales skills.
- Excellent verbal and written communication skills.
- Must be proficient in computer software such as Excel, Word, CMSI, and Dealer Track.

PHYSICAL / SPECIAL REQUIREMENTS

- Home-Car, office environment.
- Requires local travel within defined territories and extensive follow-up.
- Must have a good driving record in accordance with Exeter's policy.
- Limited Overnight travel as required.

COMPETENCIES

- **Account Management** - Expands sales within existing accounts, focuses on customer service, develops relationships with key decision makers, understands and responds to customer needs, tracks and monitors account activity.
- **Sales Goals** - Achieves business plan goals, meets new business development goals, and sells an appropriate product mix.
- **Sales Skills** - Develops new business, identifies and sells to customer needs, translates product features to benefits, has good listening skills, is sensitive to customers, delivers effective presentations, negotiates well, uses closing skills appropriately, develops sales skills.
- **Territory Management** - Develops detailed sales/marketing plans, forecasts sales, manages time and work flow, creates effective call plans, monitors and responds to competition, networks and generates referrals.
- **Customer Focus** - Builds customer confidence, is committed to increasing customer satisfaction, sets achievable customer expectations, assumes responsibility for solving customer problems, ensures commitments to customers are met, solicits opinions and ideas from customers, responds to internal customers.
- **Customer Service** - Handles customer questions and complaints, communicates with customers, handles service



problems politely and efficiently, always available for customers, follows procedure to solve customer problems, understands company products and services, maintains pleasant and professional image.

- **Negotiation Skills** - Conducts positive negotiations, ability to compromise, handles conflict, seeks common ground, articulates own and others goals, stays focused on positive outcome.
- **Product Knowledge** - Knows and explains product features/benefits, understands/sells the full product line, understands customer's business operations and needs, understands/responds to the competition, applies market knowledge.

REVIEWED BY		<i>Date</i>	
APPROVED BY		<i>Date</i>	



JOB DESCRIPTION

Job Title:	Dealer Sales Manager II		
Reports to:	Sales Director		
Department:	Originations		
Location:	Various		
Type of Position	<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Intern <input type="checkbox"/> Temporary	<input checked="" type="checkbox"/> Exempt <input type="checkbox"/> Nonexempt	
Prepared by:	T. England	Date:	07/23/2012
JOB SUMMARY			
<p>The Dealer Sales Manager is responsible for marketing and sales activities for an assigned area, and the development and maintenance of existing dealership relationships to ensure volume objectives and credit quality. This team member will provide quality customer service by satisfying the business needs of the customers and Exeter Finance. This team member's overall responsibility will be to develop dealer relationships that generate contracts according to Exeter's established credit risk and profitability models, while managing quality and consistency in service delivery.</p>			
JOB DUTIES			% TIME
1. Identifies new prospects/contacts and establishes client relationships. Develops sales marketing plans. Prepares presentations, proposals and contracts. Follows-up on new leads and referrals. Develops, maintains and distributes sales materials.			25%
2. Manages existing dealer relationships through follow-up, quality checks and identifying and resolving client concerns.			25%
3. Participates in sales activities and marketing events such as seminars, trade shows, and telemarketing events to support volume objectives.			15%
4. Communicates new service opportunities, special developments, information and conveys information to regional and corporate staff, when necessary. Maintains knowledge of company's products and well as the competitors, if possible.			15%
5. Ensures branch office cooperation with other departments to maximize efficiency within the company.			10%
6. Ensures compliance with Exeter's policies & procedures, safety, state and federal process regulations and standards.			05%
7. Other duties as required.			05%
TOTAL:			100%



QUALIFICATIONS - EDUCATION AND WORK EXPERIENCE

- High School Diploma or equivalent. College degree preferred.
- Five (5) or more years of successful sales experience.
- Strong interpersonal and people skills.
- Must have strong marketing and sales skills.
- Must be self-motivated and able to work independently.
- Excellent verbal and written communication skills.
- Must have professional appearance to support positive company image.
- Must be proficient in computer software such as Excel, Word, CMSI, and Dealer Track.

PHYSICAL / SPECIAL REQUIREMENTS

- May be required to work Saturdays.
- Home-Car.
 - * Requires local travel within defined territories and extensive follow-up.
 - * Must have a good driving record in accordance with Exeter's policy.
- Occasionally lift and/or move up to 20 pounds.

COMPETENCIES

- **Account Management** - Expands sales within existing accounts, focuses on customer service, develops relationships with key decision makers, understands and responds to customer needs, tracks and monitors account activity.
- **Sales Goals** - Achieves business plan goals, meets new business development goals, and sells an appropriate product mix.
- **Sales Skills** - Develops new business, identifies and sells to customer needs, translates product features to benefits, has good listening skills, is sensitive to customers, delivers effective presentations, negotiates well, uses closing skills appropriately, develops sales skills.
- **Territory Management** - Develops detailed sales/marketing plans, forecasts sales, manages time and work flow, creates effective call plans, monitors and responds to competition, networks and generates referrals.
- **Customer Focus** - Builds customer confidence, is committed to increasing customer satisfaction, sets achievable customer expectations, assumes responsibility for solving customer problems, ensures commitments to customers are met, solicits opinions and ideas from customers, responds to internal customers.
- **Customer Service** - Handles customer questions and complaints, communicates with customers, handles service problems politely and efficiently, always available for customers, follows procedure to solve customer problems, understands company products and services, maintains pleasant and professional image.
- **Negotiation Skills** - Conducts positive negotiations, ability to compromise, handles conflict, seeks common ground, articulates own and others goals, stays focused on positive outcome.
- **Product Knowledge** - Knows and explains product features/benefits, understands/sells the full product line, understands customer's business operations and needs, understands/responds to the competition, applies market knowledge.



REVIEWED BY		<i>Date</i>	
APPROVED BY		<i>Date</i>	



JOB DESCRIPTION

Job Title:	Dealer Sales Manager III		
Reports to:	Sales Director		
Department:	Originations		
Location:	Various		
Type of Position	<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Intern <input type="checkbox"/> Temporary		<input checked="" type="checkbox"/> Exempt <input type="checkbox"/> Nonexempt
Prepared by:	T. England	Date:	01-31-2013
JOB SUMMARY			
<p>The Dealer Sales Manager III is responsible for managing and marketing across national markets by developing and maintaining national multi-dealership relationships in person and by telephone that generate contracts according to Exeter's established credit risk and profitability models.</p>			
JOB DUTIES			% TIME
1. Builds relationships with local dealers by providing the highest quality customer service in the industry. Effectively manages and markets local dealer relationships to achieve all quality, pricing and volume objectives. Follows up on approved deals. Logs dealer visits into Sales Force regularly.			30%
2. Serves as central point of contact for overall execution and implementation of sales efforts for dealer groups across multi branch network. Effectively drives improved performance of under-performing dealership groups. Assists in sales strategy and execution for dealer groups across multi branch network.			20%
3. Creates and presents major account presentations and proposals, and oversees account RFP and RFI.			10%
4. Supports and assists team members in planning and execution of the Buying Centers operations. Assists in underwriting, when necessary; and assists in collecting buybacks, as needed.			10%
5. Analyzes and communicates market segmentation data through regular business reporting and local market trends. Remains aware of competitive programs, as appropriate. Communicates a weekly marketing schedule with Buying Centers operations.			05%
6. Reviews local market findings with management and address dealers in problem areas to decide on appropriate action to be take.			05%
7. Maintains thorough understanding of key performance indicators relevant to position.			05%
8. May manage direct reports consisting of other DSMs and/or administrative personnel, and trains DSMs and DSM IIs as required.			05%
9. Ensures compliance with Exeter's policies & procedures, safety, state and federal laws, regulations and standards.			05%



10. Other duties as required.	05%
TOTAL:	100%

QUALIFICATIONS - EDUCATION AND WORK EXPERIENCE

- Bachelor's degree; MBA preferred.
- Five (5) to ten (10) years of successful sales experience.
- Five (5) to ten (10) years prior credit underwriting experience.
- Experience as a Branch Manager or Assistant Branch Manager or equivalent consumer finance industry
- Certified as trainer on DSM sales.
- Complete understanding of Exeter's credit policies and procedures.
- Thorough understanding of Exeter's growth goals and risk pricing criteria.
- Must have a thorough understanding of dealership operations and the auto finance industry.
- Strong interpersonal and people skills.
- Must possess the ability to make consistent quality decisions.
- Must possess team building and relationship management skills.
- Must be self-motivated and able to work independently.
- Able to meet deadlines and establish objectives.
- Must have strong marketing and sales skills.
- Ability to interact with dealer principles and senior leaders at national auto groups.
- Demonstrated ability to communicate and distribute market data across internal senior management group.
- Excellent verbal and written communication skills.
- Must be proficient in computer software such as Excel, Word, CMSI, and Dealer Track.

PHYSICAL / SPECIAL REQUIREMENTS

- Home-Car, office environment.
- Requires local travel within defined territories and extensive follow-up.
- Must have a good driving record in accordance with Exeter's policy.
- Limited Overnight travel as required.

COMPETENCIES

- **Account Management** - Expands sales within existing accounts, focuses on customer service, develops relationships with key decision makers, understands and responds to customer needs, tracks and monitors account activity.
- **Sales Goals** - Achieves business plan goals, meets new business development goals, and sells an appropriate product



mix.

- **Sales Skills** - Develops new business, identifies and sells to customer needs, translates product features to benefits, has good listening skills, is sensitive to customers, delivers effective presentations, negotiates well, uses closing skills appropriately, develops sales skills.
- **Territory Management** - Develops detailed sales/marketing plans, forecasts sales, manages time and work flow, creates effective call plans, monitors and responds to competition, networks and generates referrals.
- **Customer Focus** - Builds customer confidence, is committed to increasing customer satisfaction, sets achievable customer expectations, assumes responsibility for solving customer problems, ensures commitments to customers are met, solicits opinions and ideas from customers, responds to internal customers.
- **Customer Service** - Handles customer questions and complaints, communicates with customers, handles service problems politely and efficiently, always available for customers, follows procedure to solve customer problems, understands company products and services, maintains pleasant and professional image.
- **Negotiation Skills** - Conducts positive negotiations, ability to compromise, handles conflict, seeks common ground, articulates own and others goals, stays focused on positive outcome.
- **Product Knowledge** - Knows and explains product features/benefits, understands/sells the full product line, understands customer's business operations and needs, understands/responds to the competition, applies market knowledge.

REVIEWED BY		<i>Date</i>	
APPROVED BY		<i>Date</i>	

Exhibit D



JOB DESCRIPTION

Job Title:	Assistant Vice President of Credit Review		
Reports to:	Executive Vice President of Portfolio Management		
Department:	Credit Review / Portfolio Management		
Location:	Corporate – Las Colinas		
Type of Position	<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Intern <input type="checkbox"/> Temporary	<input checked="" type="checkbox"/> Exempt <input type="checkbox"/> Nonexempt	
Prepared by:	T. England	Date:	07/31/2012
JOB SUMMARY			
<p>The Assistant Vice President of Credit Review will manage the Credit Review team and monitor the execution of Exeter's originations and servicing operations in order to proactively identify areas of business risk and opportunities for operational improvement. Responsibilities include: Identifying and prioritizing areas for review, managing the review process and communicating findings to executive management. In addition, the AVP of Credit Review will play an important role in defining, clarifying and communicating credit policies and procedures.</p>			
JOB DUTIES			% TIME
1. Manages Credit Review team, providing direction, coaching and assessment.			20%
2. Coordinate and prioritize operational reviews to monitor soundness of credit, funding and collection activities and investigations of potential fraudulent activity; oversee the dealer buy-back process.			20%
3. Clearly communicates findings and recommendations to management.			20%
4. Identifies trends and risks to the business and makes business recommendations in regards to findings and policy/process improvements.			15%
5. Builds effective working relationships with other departments in order to meet business goals and objective.			15%
6. Ensures compliance with Exeter's policies & procedures, safety, state and federal laws, regulations and standards.			05%
7. Other duties as required.			05%
TOTAL:			100%



QUALIFICATIONS - EDUCATION AND WORK EXPERIENCE

- Bachelor's Degree in Business, Finance or similar discipline, or equivalent work experience.
- Eight (8) or more years of auto finance experience preferred, with at least four (4) years supervisory/management experience.
- A thorough understanding of loan originations and servicing processes and practices.
- Knowledge of applicable legislation and consumer credit laws.
- Ability to use appropriate analysis, judgment, and logic when solving issues, providing recommendations and making decisions.
- Industry knowledge and critical thinking skills that can be applied to solve day-to-day problems.
- Ability to effectively manage and develop a team of analysts.
- Excellent written communication skills; able to clearly present issues to an executive audience and write operating procedures for front line employees.
- High attention to detail; able to methodically review the execution of procedures and identify issues.
- Sound judgment and discernment in gauging the severity of identified problems.
- Self-starter with the ability to proactively identify and report potential issues.
- Proficient in Microsoft Word and Excel. Database skills preferred.
- Strong verbal and interpersonal communication skills.
- Able to complete multiple tasks with minimal supervision and be self-motivated.

PHYSICAL / SPECIAL REQUIREMENTS

- Standard Office environment.
- Occasionally lift and/or move up to 20 pounds.

COMPETENCIES

- **Budgets/Cost Control** - Plans for and uses resources efficiently, always looks for ways to reduce costs, creates accurate and realistic budgets, tracks and adjusts budgets, contributes to budget planning.
- **Organizational Savvy** - Operates within the organization's formal and informal structures, builds allies and relationships across departments, uses allies to build consensus and create results, is appropriately diplomatic, understands others' roles and perspectives, can sell projects and ideas across the organization.
- **Decision Making/Judgment** - Recognizes problems and responds, systematically gathers information, sorts through complex issues, seeks input from others, addresses root cause of issues, makes timely decisions, can make difficult decisions, uses consensus when possible, communicates decisions to others.
- **People Management** - Defines roles and responsibilities, motivates and challenges employees, delegates effectively, rewards contributions, manages collaboratively.
- **Project Management** - Establishes project goals, milestones, and procedures, defines roles and responsibilities, acquires project resources, coordinates projects throughout company, monitors project progress, manages multiple projects.
- **Integrity/Ethics** - Deals with others in a straightforward and honest manner, is accountable for actions, maintains confidentiality,



supports company values, conveys good news and bad.

- **Strategic Thinking/Management** - Creates and communicates a long-term vision, balances short and long term goals, keeps own and team's work aligned with overall goals, understands the market and can predict change, understands the industry and the competition, creates and adjusts strategic plans.
- **Vision and Values** - Supports values and daily actions and decisions, communicates vision and values to others, generates enthusiasm, incorporates vision when planning.
- **Leadership** - Leads through change and adversity, makes the tough call when needed, builds consensus when appropriate, motivates and encourages others.
- **Managing for Results** - Sets challenging and productive goals for team, keeps team accountable for actions, provides leadership and motivation, provides resources and support, uses checkpoints and data to track progress, sets up systems and processes to measure results.

REVIEWED BY		<i>Date</i>	
APPROVED BY		<i>Date</i>	

Exhibit E



JOB DESCRIPTION

Job Title:	Compliance Program Manager		
Reports to:	Vice President, Compliance		
Department:	Legal & Compliance		
Location:	Corporate – Las Colinas		
Type of Position	<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Intern <input type="checkbox"/> Temporary	<input checked="" type="checkbox"/> Exempt <input type="checkbox"/> Nonexempt	
Prepared by:	D. Whitehead	Date:	4/24/2013
JOB SUMMARY			
The Compliance Program Manager is responsible for the coordination and completion of projects designed to enhance internal controls and ensure regulatory compliance throughout the organization.			
JOB DUTIES			% TIME
1. Manages all aspects of projects designed to improve and enhance the organization's ability to adhere to regulatory requirements. Leads project teams and related implementation activities through all project phases. Sets deadlines, assigns responsibilities, and monitors and summarizes progress of project.			40%
2. Develops and maintains a detailed understanding of business processes and applications, customer needs and compliance priorities.			10%
3. Supports project team with requirements definition, project definition, and project planning.			10%
4. Resolves project issues and mitigates project risks.			10%
5. Builds and maintains relationships with key business, IT stakeholders, team members, vendors, and other departments involved in the projects, and manages expectations. Promotes a constructive, positive team environment and maintains a spirit of openness, information sharing, inquisitiveness, problem-solving, and support for our common goals.			10%
6. Aids in developing and implementing processes, procedures and policies.			10%
7. Ensures compliance with Exeter's policies & procedures, safety, state and federal laws, regulations and standards.			05%
8. Other duties as required.			05%
TOTAL:			100%



QUALIFICATIONS - EDUCATION AND WORK EXPERIENCE

- Bachelor's degree in a related field.
- Eight (8) or more years of relevant experience, including four (4) or more years of project management experience.
- Knowledge of regulatory requirements applicable to consumer lending.
- Previous experience in the auto finance industry preferred.
- Excellent facilitation, collaboration, communication and presentation skills.
- Skilled in organizing resources and establishing priorities.
- Excellent verbal and written communication skills.

PHYSICAL / SPECIAL REQUIREMENTS

- Standard Office environment.
- Frequently required to sit, stand, walk, talk, hear, bend and reach. Ability to reach with hands and arms.
- Occasionally lift and/or move up to 20 pounds.

COMPETENCIES

- **Meeting Management** - Holds appropriate number of meetings, develops a meeting agenda, sets clear goals for meetings, involves appropriate people, encourages and balances input.
- **Organizational Savvy** - Operates within the organization's formal and informal structures, builds allies and relationships across departments, uses allies to build consensus and create results, is appropriately diplomatic, understands others' roles and perspectives, can sell projects and ideas across the organization.
- **Project Management** - Establishes project goals, milestones, and procedures, defines roles and responsibilities, acquires project resources, coordinates projects throughout company, monitors project progress, and manages multiple projects.
- **Dependability** - Meets commitments, works independently, accepts accountability, handles change, sets personal standards, stays focused under pressure, and meets attendance/punctuality requirements.
- **Initiative** - Tackles problems and takes independent action, seeks out new responsibilities, acts on opportunities, generates new ideas, practices self-development.
- **Personal Organization** - Keeps information organized and accessible, maintains clean/functional work space, works systematically/efficiently, and manages time well.
- **Planning** - Develops realistic plans, sets goals, aligns plans with company goals, plans for and manages resources, creates contingency plans, coordinates/cooperates with others.
- **Results Focus** - Targets and achieves results, sets challenging goals, prioritizes tasks, overcomes obstacles, accepts accountability, sets team standards and responsibilities, provides leadership/motivation.
- **Team Leadership** - Anticipates and resolves conflicts, turns team diversity into an advantage, uses unique team talents, defines processes and goals, works for consensus.
- **Communication** - Communicates well both verbally and in writing, creates accurate and punctual reports, delivers



presentations, shares information and ideas with others, has good listening skills.

REVIEWED BY		<i>Date</i>	
APPROVED BY		<i>Date</i>	

Exhibit F



JOB DESCRIPTION

Job Title:	Customer Service Representative I		
Reports to:	Servicing Manager – Customer Service		
Department:	Servicing		
Location:	Servicing Center		
Type of Position	<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Intern <input type="checkbox"/> Temporary		<input type="checkbox"/> Exempt <input checked="" type="checkbox"/> Nonexempt
Prepared by:	Tonya Wheeler	Date:	06/01/2013
JOB SUMMARY			
<p>The Customer Service Representative I is responsible for servicing Inbound calls by responding to and resolving customer telephone inquiries, providing accurate information, updating customer information, processing transactions, and performing research to resolve customer inquiries. This position will require adherence to the CSU Call Quality model, schedule and utilization standards, and the ability to respond to coaching and feedback.</p>			
JOB DUTIES			% TIME
1. Provides timely and accurate responses to customer inquiries. Make every effort to achieve First Call Resolution.			30%
2. Meet individual and departmental objectives set by department management. Strives to continuously improve the quality and productivity of work.			20%
3. Accurately documents all account activities and pertinent information to include but not limited to verifications and demographic changes.			15%
4. Responds appropriately to customer complaints, and de-escalating customer concerns. Takes necessary steps to fully resolve or escalate where applicable to ensure best resolution for Exeter and the customer.			10%
5. Strictly adheres to all company policies and procedures when processing account transactions (Deferments, reinstatements, fee waivers, CBR disputes etc).			10%
6. Makes recommendations to management of process and policy gaps.			10%
7. May assist other related departments as required by business needs.			05%
TOTAL:			100%



QUALIFICATIONS - EDUCATION AND WORK EXPERIENCE

- High School diploma or equivalent, college degree preferred.
- Six (6) months to three (3) years of customer service experience or equivalent education and training.
- Certified in CBS a plus.
- Advanced call skills a plus.
- Typing speed of 25 wpm.
- Knowledge of state and federal collection laws preferred.
- Knowledge of approved collection policies and procedures preferred.
- Interpersonal skills prompting a team environment.
- Excellent customer service skills.
- Excellent phone etiquette.

PHYSICAL / SPECIAL REQUIREMENTS

- Standard office environment.
- Normal office environment is focused on multi-tasking and problem solving in a fast paced environment involving customers, management and meeting deadlines.
- Flexible shifts to include:
 - o Eight hour shifts that cover business needs
 - o Overtime, evening and weekends may be required
 - o Subject to change based on business goals and objectives

COMPETENCIES

- **Customer Service** - Handles customer questions and complaints, communicates with customers, handles service problems politely and efficiently, always available for customers, follows procedure to solve customer problems, understands company products and services, maintains pleasant and professional image.
- **Negotiation Skills** - Conducts positive negotiations, ability to compromise, handles conflict, seeks common ground, articulates own and others goals, stays focused on positive outcome.
- **Adaptability/Flexibility** - Adapts to change, is open to new ideas, takes on new responsibilities, handles pressure, and adjusts plans to meet changing needs.
- **Decision Making/Judgment** - Recognizes problems and responds, systematically gathers information, sorts through complex issues, seeks input from others, addresses root cause of issues, makes timely decisions, can make difficult decisions, uses consensus when possible, and communicates decisions to others.
- **Productivity** - Manages a fair workload, volunteers for additional work, prioritizes tasks, develops good work procedures, manages time well, and handles information flow.
- **Listening Skills** - Listens attentively to others, asks clarifying questions, actively listens, stays open to other viewpoints, and manages distractions and interruptions.

REVIEWED BY		Date	
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APPROVED BY	Gena Evertson	Date	6/1/2013
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JOB DESCRIPTION

Job Title:	Customer Service Representative II		
Reports to:	Servicing Manager – Customer Service		
Department:	Servicing		
Location:	Servicing Center		
Type of Position	<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Intern <input type="checkbox"/> Temporary		<input type="checkbox"/> Exempt <input checked="" type="checkbox"/> Nonexempt
Prepared by:	Tonya Wheeler	Date:	06/01/2013
JOB SUMMARY			
<p>The Customer Service Representative II is responsible for supporting the Servicing Group by decisioning Customer requests against Exeter policy, and State and Federal regulatory requirements. They may be responsible for proper handling of written customer correspondence, including mail and electronic mail, as well as handling escalated Customer calls from all Departments. The CSR II plays a key role in the approval and processing of Due Date Changes, Reinstatements, Extensions, other duties as assigned. This position will require attention to detail and good business judgment to properly identify situations that may require escalation for resolution. This may include account investigation, process improvements and close partnering with management. In addition, the Customer Service Representative II will serve as a backup to servicing inbound calls as needed to meet departmental goals. The Customer Service Representative II will have a working knowledge of all CSU processes with the ability to perform any function within the Customer Service team scope as business needs dictate.</p>			
JOB DUTIES			% TIME
1. Perform timely and accurate review and completion of assigned Customer requests to include but not limited to; extension requests, due date change requests, reinstatement inquiries, payment disputes, correspondence, and investigations.			30%
2. Meet individual and departmental objectives set by department management. Strives to continuously improve the quality and productivity of work.			20%
3. Accurately documents all account activities and pertinent information to include but not limited to verifications and demographic changes.			15%
4. Responds appropriately to customer complaints, takes full ownership customer concerns. Takes necessary steps to fully resolve or escalate where applicable to ensure best resolution for Exeter and the customer.			10%
5. Strictly adheres to all company policies and procedures when processing account transactions (Deferments, reinstatements, fee waivers, CBR disputes etc).			10%
6. Makes recommendations to management of process and policy gaps.			10%
7. May assist other related departments as required by business needs.			05%



TOTAL:	100%
QUALIFICATIONS - EDUCATION AND WORK EXPERIENCE	
<ul style="list-style-type: none"> - High School diploma or equivalent, college degree preferred. - Two (2) to five (5) year of customer service or related experience. - Certified in CBS a plus. - Collections and/or Customer Service experience required. - Typing speed of 25 wpm. - Knowledge of state and federal collection laws preferred. - Knowledge of approved collection policies and procedures preferred. - Interpersonal skills prompting a team environment. - Excellent business judgment and customer service skills. - Excellent phone etiquette. 	
PHYSICAL / SPECIAL REQUIREMENTS	
<ul style="list-style-type: none"> - Standard office environment. - Normal office environment is focused on multi-tasking and problem solving in a fast paced environment involving customers, management and meeting deadlines. - Flexible shifts to include: <ul style="list-style-type: none"> o Eight hour shifts that cover business needs o Overtime, evening and weekends may be required o Subject to change based on business goals and objectives 	
COMPETENCIES	
<ul style="list-style-type: none"> - Customer Service - Handles customer questions and complaints, communicates with customers, handles service problems politely and efficiently, always available for customers, follows procedure to solve customer problems, understands company products and services, maintains pleasant and professional image. - Negotiation Skills - Conducts positive negotiations, ability to compromise, handles conflict, seeks common ground, articulates own and others goals, stays focused on positive outcome. - Adaptability/Flexibility - Adapts to change, is open to new ideas, takes on new responsibilities, handles pressure, and adjusts plans to meet changing needs. - Decision Making/Judgment - Recognizes problems and responds, systematically gathers information, sorts through complex issues, seeks input from others, addresses root cause of issues, makes timely decisions, can make difficult decisions, uses consensus when possible, and communicates decisions to others. - Productivity - Manages a fair workload, volunteers for additional work, prioritizes tasks, develops good work procedures, manages time well, and handles information flow. - Listening Skills - Listens attentively to others, asks clarifying questions, actively listens, stays open to other viewpoints, and manages distractions and interruptions. 	



REVIEWED BY		<i>Date</i>	
APPROVED BY		<i>Date</i>	

Exhibit 2

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

BRADLEY GOLDOWSKY, *on behalf of himself and
all other employees similarly situated,*

Plaintiffs,

v.

EXETER FINANCE CORP.,

Defendant.

Civil Action
No. 15-cv-0632

**PLAINTIFFS' RESPONSE TO DEFENDANT'S MOTION TO COMPEL
ARBITRATION AND STAY THIS ACTION**

Defendant seeks to stay this litigation and have plaintiffs ordered to arbitrate their claims against defendant. Plaintiffs do not oppose the parties pursuing arbitration and the entry of a stay in this case pending the outcome of that arbitration proceeding. Therefore, plaintiffs respectfully request that this Court enter a stay in this matter while the parties pursue arbitration.

However, plaintiffs reserve their right to have this Court decide whether the arbitration agreement is procedurally and substantively unconscionable and thus unenforceable. "Like other contracts, [arbitration agreements] may be invalidated by 'generally applicable contract defenses, such as fraud, duress, or unconscionability.'" *Rent-A-Center, W., Inc. v. Jackson*, 561 U.S. 63, 68 (2010). In regards to unconscionability, "[t]he procedural element of unconscionability concerns the contract formation process and the alleged lack of meaningful choice; the substantive element looks to the content of the contract." *Ragone v. Atl. Video at Manhattan Ctr.*, 595 F.3d 115, 121-22 (2d Cir. 2010) (quoting *Nayal v. HIP Network Servs. IPA, Inc.*, 620 F. Supp.2d 566, 571 (S.D.N.Y. 2009)).

For example, if class or collective arbitration is unavailable under the arbitration agreement, the agreement may be substantively unconscionable as preventing plaintiffs from vindicating their substantive statutory rights under the Fair Labor Standards Act (*see, e.g., In re Trans Union Corp. Privacy Litigation*, 741 F.3d 811, 814 n. 1 (7th Cir. 2014)) or conflicting with substantive provisions of the National Labor Relations Act. *See, e.g., Herrington v. Waterstone Mortg. Corp.*, 993 F.Supp.2d 940, 943-946 (W.D. Wis. 2014).

Therefore, while this Court need not decide these issues at this juncture in light of the anticipated arbitration proceedings, plaintiffs reserve their right to bring such a challenge to the arbitration agreement.

THOMAS & SOLOMON LLP

Dated: February 15, 2016

s/ Jonathan W. Ferris
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