



represent that all of the requirements and prohibitions recited in the Plaintiff's request for temporary injunction are within the sole control and authority of TEXAS EZPAWN L.P., d/b/a EZMONEY LOAN SERVICES and d/b/a EZPAWN, and TEXAS EZMONEY L.P., d/b/a EZMONEY LOAN SERVICES, and their officers, agents, servants, and employees.

It is stipulated that the parties agree to and do not contest the entry of this Agreed Temporary Injunction against TEXAS EZPAWN L.P., d/b/a EZMONEY LOAN SERVICES and d/b/a EZPAWN, and TEXAS EZMONEY L.P., d/b/a EZMONEY LOAN SERVICES, and their officers, agents, servants, and employees . By and through their duly authorized signatures, the parties represent the following: that they understand the terms of this injunction; that they agree to the terms of this injunction; that they acknowledge receipt of copies of this injunction; and that the terms of this injunction are sufficiently detailed and specific to be enforceable by the Court.

Having read the pleadings, it appears to this court that both Plaintiff and Defendants agree to the entry of this Temporary Injunction. It further appears to this court that the Plaintiff is entitled to this Temporary Injunction as granted below:

**IT IS THEREFORE ORDERED** that Defendants TEXAS EZPAWN L.P., d/b/a EZMONEY LOAN SERVICES and d/b/a EZPAWN, and TEXAS EZMONEY L.P., d/b/a EZMONEY LOAN SERVICES, and their officers, agents, servants, and employees are hereby commanded to immediately desist and refrain from the following acts from the date of entry of this Order until trial on the merits of this case:

- A. failing to implement and maintain reasonable procedures to protect and safeguard from unlawful use or disclosure any sensitive personal information collected or maintained by Defendants in the regular course of business; and

- B. disposing of any business record that contains personal identifying information without destroying or arranging for the destruction of such documents by shredding, erasing, or otherwise modifying the personal identifying information to make the information unreadable or undecipherable through any means.

**IT IS FURTHER ORDERED** that, within twenty four hours of entry of this Agreed Temporary Injunction, Defendants TEXAS EZPAWN L.P., d/b/a EZMONEY LOAN SERVICES and d/b/a EZPAWN, and TEXAS EZMONEY L.P., d/b/a EZMONEY LOAN SERVICES, shall:

- A. Implement an enhanced process for the disposal of documents containing nonpublic personal financial and sensitive personal information (“NPI” and “SPI”) and communicate that process to all of Defendants’ agents or employees in Texas including Regional Directors, Area Managers, Auditors, Loss Prevention staff, Store Managers and store employees. At a minimum, this enhanced process must include the following:

1. Implementation of an interim system whereby all of their respective employees will either utilize onsite shredders for all documents containing NPI or SPI or will deposit all documents containing NPI or SPI into containers marked “Secure Documents Container” located behind their counters and not accessible by the public until such documents can be picked up for shredding by their respective third party disposal company.
2. No later than 30 days after the entry of this Order, require each of their respective stores to move from the interim system set forth in the foregoing paragraph to a system whereby store managers are required to

set up locked containers within each store, clearly labeled for documents containing NPI or SPI (hereinafter referred to as the "SECURE DOCUMENTS CONTAINER"), or to establish the use of shredders for the onsite shredding of all documents containing NPI or SPI;

3. Provide each of their respective store managers with specific written directives describing which documents must be shredded or deposited in the SECURE DOCUMENTS CONTAINER and, in that case, instructing that such be left in the locked containers until picked up for shredding by a third party disposal company;
4. Provide each of their respective store managers with specific written directives instructing them to communicate the enhanced process to all store employees and suggesting effective means of communicating this process;
5. Provide each of their respective employees in Texas with the name telephone number, and/or e-mail address of the corporate level person described in paragraph 8 below to whom they can direct questions regarding TEXAS EZPAWN L.P. d/b/a EZMONEY LOAN SERVICES and d/b/a EZPAWN's, or TEXAS EZMONEY L.P. d/b/a EZMONEY LOAN SERVICES' Privacy Procedures, compliance with those procedures, compliance with Tex. Bus. & Com. Code Ann. §35.48 and Chapter 48 of the Tex. Bus. & Com. Code Ann. §48.001, *et seq* (titled "Identity Theft Enforcement and Protection Act"), and compliance with this Order;

6. Provide each of their respective employees in Texas with the name and telephone number and/or e-mail address of the corporate level person or third party provider described in Paragraph 9 below to whom they can anonymously report failure to comply with TEXAS EZPAWN L.P. d/b/a EZMONEY LOAN SERVICES and d/b/a EZPAWN's or TEXAS EZMONEY L.P. d/b/a EZMONEY LOAN SERVICES' Privacy Procedures, Tex. Bus. & Com. Code Ann. §35.48, Chapter 48 of the Tex. Bus. & Com. Code Ann. §48.001, *et seq* (titled "Identity Theft Enforcement and Protection Act"), or this Order.
7. Provide each of their respective store managers with signs to be posted within each store clearly and conspicuously disclosing to all employees that they are prohibited from disposing of or throwing away documents which contain SPI or NPI into any container other than the SECURE DOCUMENTS CONTAINER or by shredding using the onsite shredder;
8. Designate a corporate level, in-house attorney to be responsible for responding to questions from employees regarding TEXAS EZPAWN L.P. d/b/a EZMONEY LOAN SERVICES and d/b/a EZPAWN's, or TEXAS EZMONEY L.P. d/b/a EZMONEY LOAN SERVICES' Privacy Procedures, compliance with those procedures, compliance with Tex. Bus. & Com. Code Ann. §35.48 and Chapter 48 of the Tex. Bus. & Com. Code Ann. §48.001, *et seq* (titled "Identity Theft Enforcement and Protection Act"), and compliance with this Order;

9. Designate a corporate level person or third party vendor to whom their respective employees can anonymously report any failure to comply with ' TEXAS EZPAWN L.P. d/b/a EZMONEY LOAN SERVICES and d/b/a EZPAWN's, or TEXAS EZMONEY L.P. d/b/a EZMONEY LOAN SERVICES' Privacy Procedures, Tex. Bus. & Com. Code Ann. §35.48 and Chapter 48 of the Tex. Bus. & Com. Code Ann. §48.001, *et seq* (titled "Identity Theft Enforcement and Protection Act"), or this Order.
10. No later than fourteen (14) days following the date this Order is entered, implement a program whereby a Reminder Statement will be sent to all Texas employees for three consecutive payroll periods regarding the Enhanced Process described herein. The Reminder Statement will be printed on color paper and stapled to the outside of each payroll "advice" statement.; and
11. Within fourteen (14) days following the date this Order is entered, obtain the signature of their respective area and store managers acknowledging that he or she: (i) has received a copy of Defendants' Enhanced Procedures, (ii) has read the Enhanced Procedures, (iii) has implemented those procedures in the stores for which he or she has managerial responsibility; and (iv) has been provided with contact information for corporate level representatives or third party vendor described in paragraphs 8 and 9 above.

**IT IS FURTHER ORDERED** that, for purposes of this Order, the following phrases are defined as follows:

- A. "Personal identifying financial information" ("NPI") means any information that is collected about an individual in connection with providing a financial product/service (unless the information is publically available). See Attachment "A" for examples of "NPI."
- B. "Sensitive personal information" ("SPI") means an individual's first name or first initial and last name, in combination with any one or more of the following items, if the name and the items are not encrypted: (i) social security number; (ii) driver's license or other government-issued identification number; or (iii) account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; and which does not include publically available information that is lawfully made available to the general public from the federal government, or a state or local government.

The Defendants waive the issuance of a writ of injunction and acknowledge by the signature of their attorney that they have received notice and receipt of this temporary injunction; therefore, no writ need be issued.

This Order shall be effective without the execution and filing of a bond because Plaintiff State of Texas is exempt from such bond under Tex. Civ. Prac. & Rem. Code §6.001 and Tex. Bus. & Com. Code §17.47(b).

This Temporary Injunction will remain in full force pending a final trial or further orders of the court.

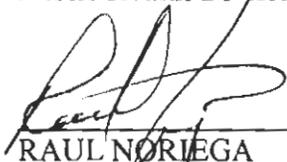
**APPROVED AS TO FORM AND SUBSTANCE AND ENTRY REQUESTED:**

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ATTORNEYS FOR DEFENDANTS

## Attachment "A"

### Examples of "NPI":

- Any information given to obtain a financial service
  - Name
  - Address
  - Income
  - Social Security Number
  - Other information on an application
- Any information given about an individual from a transaction involving the financial product/service
  - Fact Individual is a Customer (i.e. List of EZ Customers)
  - Account Number
  - Payment History
  - Loan or Deposit Balances
  - Credit/Debit Card Purchases
- Any information given in connection with providing financial service/product
  - Information from Court Records
  - Information from Consumer Report
- A telephone number is only NPI if it is an unlisted number (otherwise deemed publically available). Since EZPAWN and EZMONEY have no means to know whether a telephone number is unlisted or publically available, any document with a customer telephone number must be considered NPI.

A trial on the merits of this cause is hereby set on 5<sup>th</sup> day of November,  
9:00 at a.m.

SIGNED AND ENTERED this \_\_\_\_\_ day \_\_\_\_\_, 2007.

MAY 31 2007

Gloria Saldana  
Presiding Judge  
224th District Court  
Bexar County, Texas

JUDGE PRESIDING