

# Receipt

No: **10804**



Date: 01/06/2006

6601 Veteran's Memorial Blvd.  
Metairie, LA 70003  
(504) 885-1253

Time: 9:00 AM - 1:00 PM   
1:00 PM - 5:00 PM   
5:00 PM - 9:00 PM

Customer: Prior   
New

Primary: PINERO VICKI L Primary SSN:  
Spouse: Spouse SSN:  
Address: Filing Status: Head of Household  
Phone: Day: Eve:

Tax Preparation . . . . .	50
Pre-Paid Tax Preparation Fee. . . . .	
Gold Guarantee . . . . .	
Transmit Only . . . . .	
JH Processing Fee. . . . .	
Coupon. . . . .	
School . . . . .	
<hr/>	
Total Jackson Hewitt Fee . . . . .	50
Sales Tax. . . . .	62
Bank Fee. . . . .	
Total Withheld Fee. . . . .	112

RAL  Money Now<sup>SM</sup>Loan (Standard)  Money Now<sup>SM</sup>Loan (Profile)  ACR  ETR  Flex Loan  PAP

Loan Disbursement Method: **Bank Check**

Amount Paid: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Method: WITHHELD (initials)  
COD: NO  
Amount Due: \_\_\_\_\_ Date Paid: \_\_\_\_/\_\_\_\_/\_\_\_\_ Method: \_\_\_\_\_

Employee #: F01 Office #: 12120  
Estimated Federal Refund Estimated State Refund

2005

PINERO, VICKI L  
434-21-0297  
10804

### TAXPAYER INFORMATION FORM

Primary Last Name: PINERO Primary Social Security Number: \_\_\_\_\_  
 Spouse Last Name: \_\_\_\_\_ Spouse Social Security Number: \_\_\_\_\_  
 Receipt: EM010804 Office: 12120 Filing Status: HH  
 Anticipated Federal Refund: \_\_\_\_\_ Anticipated State Refund: \_\_\_\_\_  
 To contact Jackson Hewitt Tax Service® call: (866) 473-1040  
 To contact Santa Barbara Bank & Trust Taxpayer Support call: 1-888-353-7228

**Product Option(s):**

You requested a Money Now<sup>SM</sup> Loan (Prefile)

Your application for a Money Now Loan (Prefile) has been Approved.

438 is the amount of the Money Now Loan Payment (this amount is net all fees to be deducted from the loan amount).

**Disbursement Option:**

You requested a Cashier's Check

I certify that I have received my cashier's check:

Check # \_\_\_\_\_ Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

You requested an ipower® CashCard

You have elected to have the proceeds of your Money Now Loan (Prefile) deposited to an ipower CashCard. For security purposes, please verify that the last eight (8) digits on your ipower CashCard EXACTLY match the following numbers \_\_\_\_\_ and initial here \_\_\_\_\_. To contact ipower CashCard Cardholder Services call: 1-866-518-4722.

You requested an ipower® Payroll Card

You have elected to have the proceeds of your Money Now Loan (Prefile) deposited to an ipower Payroll Card. For security purposes, please verify that the last eight (8) digits on your ipower Payroll Card EXACTLY match the following numbers \_\_\_\_\_ and initial here \_\_\_\_\_. To contact ipower Payroll Card Cardholder Services call: 1-866-453-5451.

#### You understand and agree to the following:

\* Your tax year 2005 federal and state (if applicable) tax return(s) will not be filed at this time with the IRS and state agency. When you have received your Form W-2(s), or if it is after February 14th and you have determined that you will not be getting any, you must return to this office to have your tax return(s) completed and filed.

\* Any anticipated federal and state refund amount(s) shown above are based on the information you have provided us. The actual anticipated refund amount(s) will be determined when you come back to have your return completed and filed, and may differ from the estimate(s) above if there is any change to the tax information you provided.

\* Any information on fees provided today were estimates based on information provided today. The actual fees you will owe will be determined and will be owed when you come back to have your returns(s) completed and filed, and may differ from the estimate. A \$50 non-refundable charge for services performed has been assessed today and will be credited against your total tax preparation fee. You must return to the same Jackson Hewitt office to have your tax return completed and filed to receive this credit. Most offices are independently owned and operated.

\* You acknowledge that in the Money Now Loan application process, you agreed to have all fees (bank fees, tax preparer fees, disbursement method fees) that were owed today deducted from the loan amount. You have been provided with a copy of the bank's application which includes detailed fee information.

\* You agree that if you still owe any fees to Jackson Hewitt at the end of this tax season, these fees may be collected when you return to Jackson Hewitt to file your return in a subsequent year and select a financial product.

Taxpayer Signature:  \_\_\_\_\_ Date \_\_\_\_\_  
 Spouse Signature:  \_\_\_\_\_ Date \_\_\_\_\_

# SANTA BARBARA BANK & TRUST (SBBT) MONEY NOW LOAN APPLICATION AND AGREEMENT

(SBBT is a division of Pacific Capital Bank, N.A., P.O. Box 1270, Solana Beach, CA 92075)

## Important Money Now Loan Information

**Type of Loan:** The Money Now Loan is a short-term loan offered to customers of Jackson Hewitt Tax Service.

**Maximum Loan Amount and Finance Charge:** Depending on your estimated federal income tax refund amount, the maximum loan amount you may qualify for is \$550, \$1200 or \$1900. The maximum loan amount includes a Bank Fee (finance charge) which is 3% of the total loan amount plus \$45. The Bank Fee, a \$50 pre-paid non-refundable portion of your 2006 Jackson Hewitt (JH) tax preparation fees and any fees related to your ipower CashCard or ipower Payroll Card (if applicable) will be deducted from your total loan amount before the balance of your loan is disbursed to you. A portion of the Bank Fee may be shared with Jackson Hewitt Inc. and/or the transmitter of this application.

**Loan Approval Process:** Money Now Loan applications will be evaluated through a credit-scoring model. A satisfactory credit history will be viewed favorably, but does not guarantee that the loan will be approved. A satisfactory credit history would include a minimum risk score from a credit report, no prior bankruptcies, liens, judgements, or charge-offs within the last 3 years, and no excessive 30, 60, or 90-day delinquencies on any loans or revolving charge accounts, etc. A Money Now Loan will be approved or denied within 24 hours after SBBT receives your loan application.

**Disbursement Method:** If your Money Now Loan is approved, your loan proceeds minus any applicable loan fees and charges, will be disbursed to you in accordance with the disbursement method chosen by you. Disbursement options include an SBBT cashier's check, ipower CashCard or an ipower Payroll Card. If you choose to have your loan proceeds disbursed via the ipower CashCard or ipower Payroll Card, additional fees will be deducted from the loan amount (see the attached Truth in Lending disclosure). Any other charges associated with the use of your ipower CashCard or ipower Payroll Card will be deducted from your card account balance. Please review the applicable card disclosures to determine if there are any other costs or charges associated with the use of the card.

**Repayment:** A Money Now Loan is due and payable in full on or before February 17, 2006. If your 2005 income tax return is prepared and filed by a Jackson Hewitt Tax Service office and if you apply for and are approved for an SBBT Accelerated Check Refund ("ACR"), Assisted Direct Deposit ("ADD") or a Refund Anticipation Loan ("RAL") and you are to receive the proceeds of your ACR, ADD or RAL prior to February 17, 2006, SBBT will deduct the outstanding balance of your Money Now Loan, if any, from your refund or your RAL prior to disbursing any remaining refund or RAL proceeds to you.

### APR Example:

#### Representative Range of Loan Amounts

Total Loan Amount	Amount Financed	FINANCE CHARGE	Estimated Payment Period	ANNUAL PERCENTAGE RATE*
\$ 550.00	\$ 488.50	\$ 61.00	14 days	325.23%
\$ 550.00	\$ 488.50	\$ 61.00	30 days	151.77%
\$ 550.00	\$ 488.50	\$ 61.00	46 days	98.98%
\$ 1200.00	\$ 1119.00	\$ 81.00	14 days	188.72%
\$ 1200.00	\$ 1119.00	\$ 81.00	30 days	88.07%
\$ 1200.00	\$ 1119.00	\$ 81.00	46 days	57.44%
\$ 1900.00	\$ 1798.00	\$ 102.00	14 days	147.90%
\$ 1900.00	\$ 1798.00	\$ 102.00	30 days	69.02%
\$ 1900.00	\$ 1798.00	\$ 102.00	46 days	45.01%

\*The APRs given above are estimates. See below for the actual Truth-in-Lending Disclosures that would apply to your loan.

## LOAN AGREEMENT AND DISCLOSURE STATEMENT

The words "I", "me", "my", "mine", "you" and "your", means the person signing below as the "Applicant" or, if this is a joint application, both "Applicants". The word "Lender" means Santa Barbara Bank & Trust, a division of Pacific Capital Bank, N.A. The word "Loan" means Money Now Loan. I authorize Lender to gather credit information about me and to give information about my application and Loan account to others in accordance with applicable laws. Upon my request, Lender will inform me if a credit report has been obtained and will give me the name and address of the agency furnishing the report. If Lender decides to make a Loan to me, Lender will deduct from the Total Loan Amount all fees and charges authorized by this Agreement and pay these amounts to the designated parties. The remaining balance of the Loan will be disbursed to me in accordance with the disbursement method that I selected. As the Applicant, I will be obligated to repay the Total Loan Amount to Lender.

**PROMISE TO PAY:** I promise to pay Lender the Total Loan Amount shown below in the Truth-in-Lending Section of this Agreement. I understand that I must pay the Total Loan Amount in full on or before the due date of February 17, 2006. I agree that the prepaid finance charge is earned fully as of the disbursement date of the Loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law.

I understand and agree that if my 2005 income tax return is prepared and filed by a Jackson Hewitt Tax Service office and I apply for and am approved for an ACR, ADD or RAL and I am to receive the proceeds of my ACR, ADD or RAL from Lender prior to February 17, 2006, Lender will deduct the outstanding balance of my Loan, if any, from my refund or my RAL prior to disbursing any remaining refund or RAL proceeds to me.

**DEFAULT:** If my Loan is not paid in full by the due date, I promise to contact Lender on the due date at the address and phone number listed below and arrange to make monthly payments. If I fail to make a monthly payment, Lender will declare the entire outstanding principal balance immediately due and payable and Lender may notify a credit-reporting agency that I have failed to fulfill the terms of my credit obligation with Lender. The acceptance of partial or monthly payments from me by Lender does not preclude Lender's right to demand full and immediate payment of the outstanding Loan at any time including the right to offset any refund processed by the Lender on my behalf after the due date. To contact Lender, write to SBBT Money Now Loan, P.O. Box 1270, Solana Beach, CA 92075 or call Lender at 1-888-353-7228.

**LENDER'S RIGHTS:** Lender may hire someone else to help collect this Loan if I do not pay. I also will pay Lender any collection costs incurred by Lender or on Lender's behalf. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. I also will pay any court costs, in addition to all other sums permitted by law.

**CONSUMER REPORTS:** By signing below, I authorize Lender or Jackson Hewitt to obtain consumer reports on me from time to time in connection with my Money Now Loan or to offer me other products or services.

**SHARING INFORMATION:** I understand that Lender may share information about me from time to time (a) with my tax preparer or Jackson Hewitt, Inc. in connection with my Money Now Loan and (b) with other financial institutions who are performing third party debt collection on behalf of SBBT, which information is necessary to effect these transactions. This sharing is not subject to my consent or right to opt out. By signing below, I consent to Lender, my tax preparer, Jackson Hewitt, Inc. and other financial institutions that offer RALs or Money Now Loans sharing my information from time to time with each other, including without limitation for the purposes of underwriting RALs and other loans and to offer me other products and services. I may revoke this consent by contacting Lender in writing at P.O. Box 1270, Solana Beach, CA 92075. (California residents will be asked to sign a separate consent.)

**NOTICES:** I will send written notice to Lender within 10 days after any change in my name, address, or telephone number. Any notice required to be given to me by Lender will be considered effective when mailed by first class mail to the latest address that Lender has for me.

**BORROWER'S WARRANTY:** I represent and warrant to Lender that the verbal or written financial information given is true and correct and that there has been no adverse change in my financial information.

**GENERAL PROVISIONS:** This Loan is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Loan on its demand. Lender may delay or forgo enforcing any of its rights or remedies under this Loan without losing them. I and any other person who signs or endorses this Loan, to the extent allowable by law, waive any applicable statute of limitations, presentment, demand for payment, protest, and notice of dishonor. Upon any change in the terms of this Loan, and unless otherwise expressly stated in writing, no party who signs this Loan, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may review or extend (repeatedly and for any length of time) this Loan, or release any party or guarantor. All such parties also agree that Lender may modify this Loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Loan are joint and several. I agree not to use my Loan proceeds in any way that will violate the law.

**STATE NOTICES:** **Ohio Residents:** Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers and that credit-reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. **Wisconsin Residents:** Wisconsin law provides that no agreement, court order, or individual statement applying to marital property will affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished with a copy of the agreement, Court order, or statement, or has actual knowledge of the adverse provision. **New York Residents:** A credit report may be requested in connection with your application for a Loan. At your request we will tell you whether or not a credit report was obtained and, the name and address of the consumer-reporting agency that furnished the report. **CA Residents:** married spouses may apply for a separate account. **Iowa Residents:** NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with the law. **All States:** Taxpayers filing jointly may apply for individual credit.

**GOVERNING LAW:** The enforcement and interpretation of this Application and Agreement and the transactions contemplated therein (including, without limitation, the applicable interest rate) shall be governed by the laws of the State of California applicable to contracts executed and to be performed entirely in the State of California by residents of the State of California, without regard to the conflicts of laws, and, to the extent applicable, by the laws of the United States of America.

**CONTACTING SBBT:** If you have a question regarding the SBBT Money Now Loan program or this Application and Agreement, please contact SBBT by writing to SBBT Money Now Loan, P.O. Box 1270, Solana Beach, CA 92075 or calling SBBT at 1-888-353-7228.

**EQUAL CREDIT OPPORTUNITY:** The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this bank is the Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Avenue, Suite 3450, Houston, TX 77010-9050.

**TRUTH-IN-LENDING DISCLOSURES**

C

Itemization of Amount Financed		ANNUAL PERCENTAGE RATE*	
Total Loan Amount (loan amount you are applying for)		\$	<u>550</u>
1. Amount paid directly to you:	\$	<u>438</u>	
2. Nonrefundable prepaid portion of 2006 JH tax preparation fees paid to Tax Preparer	\$	<u>50</u>	
3. ipower Card load fee (paid to HSBC)	\$	<u>          </u>	
4. ipower Card processing fee paid to Tax Preparer	\$	<u>          </u>	
5. Amount Financed	\$	<u>488</u>	
6. Prepaid Finance Charge (SBBT Bank Fee*) <small>*A portion of the Bank Fee may be shared by the bank with Jackson Hewitt Inc.</small>	\$	<u>62</u>	
7. Total of Payments (5+ 6)	\$	<u>550</u>	
<b>Demand Feature:</b> This loan is payable on demand.			
<b>Payment Schedule:</b> 1 payment equal to the Total Loan Amount shown above is due on February 17, 2006.			
<b>Prepayment:</b> If you pay off early, you will not be entitled to a refund of any part of the Finance Charge.			
<b>Contract Reference:</b> See your Money Now Loan Agreement for any additional information about nonpayment, default, any required payment in full before the scheduled date, and prepayment rebates and penalties.			
<b>Creditor:</b> Your creditor is Santa Barbara Bank & Trust (SBBT), P.O. Box 1270, Solana Beach, CA 92075, a division of Pacific Capital Bank, N.A.			
		<b>ANNUAL PERCENTAGE RATE*</b>	
		The cost of your credit as a yearly rate <span style="float: right;"><u>118.905</u> %</span>	
		*Estimated	
		<b>FINANCE CHARGE</b>	
		The dollar amount the credit will cost you <span style="float: right;">\$ <u>62</u></span>	
		<b>Amount Financed</b>	
		The amount of credit provided to you or on your behalf <span style="float: right;">\$ <u>488</u></span>	
		<b>Total of Payments</b>	
		The amount you will have paid after you have made all scheduled payments <span style="float: right;">\$ <u>550</u></span>	

**APPLICANT INFORMATION**

Applicant's Name

VICKI I PINERO

First M.I. Last

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Home Address

---

Mailing Address, if different from above

---

Social Security # \_\_\_\_\_

Date of Birth 10/06/1967

Co-Applicant's Name

\_\_\_\_\_

First M.I. Last

---

Home Address

---

Mailing Address, if different from above

---

Social Security # \_\_\_\_\_

Date of Birth \_\_\_\_\_

**DISBURSEMENT METHOD:** I want my Loan proceeds disbursed to me via:

- SBBT cashier's check printed at my Tax Preparer's office.
  - ipower CashCard (If you choose this option, SBBT will deposit your loan proceeds with HSBC USA, N.A.\*)
  - ipower Payroll Card (If you choose this option, SBBT will deposit your loan proceeds with HSBC USA, N.A.\*).
- \* There may be additional costs and charges associated with the issuance and use of the ipower CashCard or ipower Payroll Card. Please refer to the Truth in Lending disclosures above and your ipower CashCard or Payroll Card disclosure agreement.

**SIGNATURES:** I certify that the information above is complete and correct. I acknowledge that I have received a copy of this Money Now Loan Application and Agreement. I acknowledge that I have read and understood all of the disclosures, terms and conditions contained within this Money Now Loan Application and Agreement and, by signing below, I agree to be bound by all the terms and conditions contained herein if Lender approves my Application

X \_\_\_\_\_  
Applicant Date

X \_\_\_\_\_  
Co-Applicant Date

# SANTA BARBARA BANK & TRUST

## Privacy Policy

Dear Customer:

In the process of applying for a tax-related bank product from Santa Barbara Bank & Trust (SBBT), you were required to provide us with information about yourself and we obtained information about you from others. The Federal Financial Privacy Law requires us to provide you with this statement. In this Privacy Notice, "Confidential Information" means most non-public personally identifiable information about you. This Notice applies only to individuals who have applied for a tax-related bank product from SBBT. We may change our privacy policy at any time, giving you any notice that may then be required.

**Confidential Information we collect.** The Confidential Information that we collect about you includes information in your application and your tax return in each year that you applied for a tax-related financial product, such as your name, address, social security number, income, deductions, refund and the like. We also collect information about your transaction with us, other lenders, tax preparers and similar providers, such as payment histories or balances due or tax information. We may also collect information concerning your credit history from a credit-reporting agency.

**Information we share and with whom.** We may disclose your Confidential Information to nonaffiliated third parties as permitted by law. SBBT and other tax-related bank product providers may disclose information to each other about their experiences with you in order to collect outstanding tax-related loans or tax preparation fees, or to prevent actual or potential fraud, unauthorized transactions, claims or other liability. We may also disclose Confidential Information with your consent or as otherwise permitted by law. Your signed bank product application and agreement included a consent to certain sharing of information. You may revoke that consent by notifying us at any time. If you revoke, we will continue the processing of any pending application but we will not share the information you asked us not to share unless otherwise permitted by law.

**Former customers.** These policies continue to apply after you become a former customer.

**Joint marketing.** We may disclose all of the Confidential Information that we collect as described above to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing arrangements. Before we share Confidential Information with any of these companies, we require that they agree in writing to protect the information and limit its use to the business purpose of our agreement with them.

**Security procedures we use to protect your Confidential Information.** Inside SBBT, your information is accessible only to employees who need the information in order to process your product request, answer your questions or determine the types of additional products or services that we think may interest you. We have a formal Code of Ethics and train our employees on their responsibility to maintain the privacy of your Confidential Information. We also maintain physical, electronic and procedural safeguards and that comply with federal standards to guard your Confidential Information.

**Questions?** If you have any questions regarding our Privacy Policy, please call 888-353-7228.