

An unpublished opinion of the North Carolina Court of Appeals does not constitute controlling legal authority. Citation is disfavored, but may be permitted in accordance with the provisions of Rule 30(e)(3) of the North Carolina Rules of Appellate Procedure.

IN THE COURT OF APPEALS OF NORTH CAROLINA

No. COA26-14

Filed 2 September 2026

Forsyth County, No. 23CVS005918-330

KATRINA CAMPBELL et al., Plaintiffs,

v.

TITLEMAX OF VIRGINIA, INC.,
TITLEMAX OF SOUTH CAROLINA, INC.,
and TMX FINANCE OF VIRGINIA, INC., Defendants.

Appeal by Defendants from order entered 3 September 2025 by Judge Richard S. Gottlieb in Forsyth County Superior Court. Heard in the Court of Appeals 4 August 2026.

Ellis & Winters LLP, by Andrew S. Chamberlin and Jacob V. Stewart, and Venable LLP, by Abram I. Moore, Daniel J. Hayes, and Nelson M. Hua pro hac vice, for Defendants–Appellants.

Brown, Faucher, Peraldo & Benson PLLC, by Kevin Rust, Drew Brown, James R. Faucher, and Stephen T. Inman, for Plaintiffs–Appellees.

PER CURIAM.

Katrina Campbell, Willie Bradfield, Lorraine Sligh, Jarrad Coxe, Paulette Shannon, Phillip Brown, Frances Gaddy, Tari Harris, Dawn Houseton, Rodney Hickman, Melissa Holder, Stephanie Jones, Michelle Keeling, Margie Weavil, and

Tommy White (collectively, “Plaintiffs”), all reside in North Carolina. Independent of one another, Plaintiffs traveled across State lines to enter into car loan agreements with TitleMax of Virginia, Inc., TitleMax of South Carolina, Inc., and TMX Finance of Virginia, Inc. (collectively, “Defendants”). In the loan agreements, the parties consented to arbitration under the respective laws of each State denoted in each Defendant name. During arbitration, the Atlanta, Ga. arbitrator relied upon North Carolina law to resolve the conflict. The arbitrator concluded that the loan agreements violated North Carolina law in favor of Plaintiffs, who then moved in the subsequent trial court to affirm the arbitration awards under the Federal Arbitration Act.

Defendants appeal from the trial court’s order denying vacatur and confirming arbitration awards in favor of Plaintiffs. On appeal, Defendants raise two issues: (1) whether “the trial court erred by denying vacatur and confirming awards, which all failed to draw their essence from the Loan Agreements,” and, (2) whether “the trial court further erred by confirming the awards based on reasons not stated in the awards.” Our prior decisions of *Frazier v. TitleMax of Virginia, Inc.*, 931 S.E.2d 498 (N.C. Ct. App. 2026), *Jeffries v. TitleMax of South Carolina, Inc.*, 928 S.E.2d 727 (N.C. Ct. App. 2026) (unpublished table decision), and *Hood v. TitleMax of Virginia*, 928 S.E.2d 726 (N.C. Ct. App. 2026) (unpublished table decision) substantively addressed these questions upon facts similar to those here. For the reasons set forth in *Frazier*, we affirm the trial court’s arbitration award and entrance of judgment in favor of

CAMPBELL V. TITLEMAX OF VA., INC.

Opinion of the Court

Plaintiffs.

AFFIRMED.

Panel consisting of Judges STROUD, TYSON, and MURRY.

Report per Rule 30(e).