



May 9, 2012

Anthony Bambara  
Consumer Advisor  
146 University Place  
Burlington, VT 05405  
Fax: (802) 656-1423

Received at CAP  
MAY 11 2012  
Complaint #:  
Date Scanned: 12-04-1032

**Re: Sandra Morris**

Dear Mr. Bambara:

Please be advised that 500FastCash has written off Ms. Morris' account to a zero balance. At this time, it is considered closed. As such, we now consider this matter closed.

Thank you for your time.

Respectfully,

Legal Department

We are an electronic/internet company and prefer communication via email and facsimile.

**Fax: 800-405-0906      Email: [legal@500fastcash.com](mailto:legal@500fastcash.com)**

Thank you for your cooperation in using these methods of communication.



FAX: 800-380-5592

Email: [legal@ameriloan.com](mailto:legal@ameriloan.com)

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August 17, 2012

Judah Griffin  
Consumer Advisor  
103B Morrill Hall -UVM  
Burlington, VT 05405  
Fax: (802) 656-1423

AUG 17 2012  
12-07-1007

Re: Alan Clark  
12-07-1007

Dear Mr. Griffin:

Please be advised that AmeriLoan has written off Mr. Clark's account to a zero balance. As his account is marked closed and paid in full, we now consider this matter closed.

Thank you for your time and consideration in this matter.

Respectfully,

Legal Department

# MOBILOANS

151 Melacon Road, Marksville, LA 71351  
Phone: 318-253-7793 Fax: 318-253-5266 Email: Mobiloans.com

APR 01 2014

March 31, 2014

**VIA FACSIMILE: 802-656-1423**

State of Vermont  
Office of the Attorney General  
Consumer Assistance Program  
Attn: Caitlin Lynch  
146 University Place  
Burlington, VT 05405

RE: Patrick Kittell  
CAP13-07-1008

Dear Ms. Lynch:

I am writing on behalf of MobiLoans, LLC ("MobiLoans") in response to your office's letter regarding a complaint you received from Patrick Kittell concerning our loan product.

By way of background, MobiLoans is a limited liability company organized under the laws of the Tunica Biloxi Tribe of Louisiana ("Tunica Tribe" or "Tribe"), a federally recognized Indian Tribe. MobiLoans is owned and operated by the Tunica Tribe, and operates exclusively on land owned by the Tribe.

The loan program that MobiLoans offers to consumers throughout the United States is governed by the laws of the Tunica Tribe. Each agreement that a consumer enters into with MobiLoans clearly indicates that the laws of the Tunica Tribe apply to the relationship between MobiLoans and the consumer. Recent caselaw demonstrates that courts will uphold a tribe's choice-of-law provision in a consumer agreement with a non-tribe member. *See FTC v. Payday Fin., LLC*, 2013 U.S. Dist. LEXIS 44151 (D.S.D. Mar. 28, 2013); *Jackson v. Payday Fin., LLC*, 2012 U.S. Dist. LEXIS 94095 (N.D. Ill. Jul. 9, 2012). MobiLoans' loan products and their terms are permitted and legal under the law of the Tribe. Courts have also held state laws unenforceable against tribes and their economic arms on other grounds that are applicable in this case. *See*

*Ameriloan v. Superior Court of Los Angeles County*, 169 Cal. App. 4th 81 (2008); *Cash Advance v. State ex. rel. Suthers*, 242 P.3d 1099 (Colo. 2010).

We appreciate you informing us of the complaint you received. Our Tribal enterprise strives to provide excellent customer service. Our records indicate on July 15, 2013 we reached out to Mr. Kittell to offer satisfactory arrangements to resolve this matter. Upon receipt of your letter, we reached back out to Mr. Kittell on March 7, 2014 to restate the original offer and encourage him to contact us directly to discuss satisfying the balance owed on his account.

Thank you for your time and consideration.

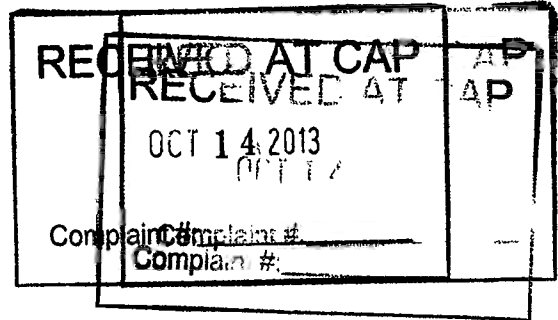
Sincerely,

Vernon Simon  
MobiLoans, L.L.C.

October 4, 2013

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Consumer Assistance Program  
Attn. Judah Griffin  
103B Morrill Hall - UVM  
Burlington, VT 05405



Re: *Patricia D'Avignon, File No. 2013-3510*

Dear Mr. Griffin.

This law firm represents Silver Cloud Financial, Inc. ("Silver Cloud"). We are in receipt of your letter dated September 26, 2013. Please be advised that Silver Cloud is a corporation wholly owned and operated by a federally-recognized Indian tribe ("Tribe").

Please be advised that neither Silver Cloud nor the Tribe has waived or intends to waive its sovereign immunity from suit. Nothing contained herein is intended, or shall be construed as, an admission or waiver of any rights that Silver Cloud and the Tribe have, all of which are expressly reserved.

As a federally recognized tribe, neither the Tribe nor Silver Cloud is subject to state regulatory laws. Thus, Vermont lacks jurisdiction over both the Tribe and Silver Cloud.

As you may be aware, there is long-standing federal common law doctrine recognizing the inherent sovereignty of American Indian tribes.<sup>1</sup> Under the doctrine of tribal sovereign immunity, an Indian tribe is subject to suit only where Congress has authorized the suit or the tribe has expressly and unequivocally waived its immunity.<sup>2</sup> This immunity applies without distinction to Tribal governmental and commercial activity conducted both on- and off- the reservation, and is shared with economic enterprises of the Tribe.<sup>3</sup>

<sup>1</sup> See, e.g., *Johnson v. M'Intosh*, 21 U.S. 543 (1823); *Three Affiliated Tribes of Ft. Berthold Reservation v. Wold Eng'g*, 476 U.S. 877 (1986).

<sup>2</sup> *Kiowa Tribe of Oklahoma v. Mfg. Techs.*, 523 U.S. 751, 754 (1998).

<sup>3</sup> *Ameriloan v. Superior Court*, 86 Cal.Rptr.3d 572 (Cal. Ct. App. 2009); *Cash Advance and Preferred Cash Loans v. State*, 242 P.3d 1099, 1102 (Colo. 2010); see also *Allen v. Gold Cnty. Casino*, 464 F.3d 1044, 1046 (9th Cir. 2006).

United States Supreme Court precedent makes clear that tribal sovereign immunity applies to (and trumps) state enforcement actions.<sup>4</sup> This includes immunity to state investigative subpoena enforcement actions and judicial enforcement of state investigatory actions with respect to alleged violations of state law.<sup>5</sup> State courts have, in fact, recognized the application of tribal sovereign immunity to the commercial activities of a tribe's for-profit online consumer lending business.<sup>6</sup> Similarly, Silver Cloud, operating as an economic arm of the Tribe, is immune from any regulatory enforcement actions brought under any state law, including the laws of the State of Vermont.<sup>7</sup>

To reiterate, this response is simply a voluntary response to your letter, and in no way constitutes a waiver of sovereign immunity or a submission to state jurisdiction.

Silver Cloud is committed to providing impeccable customer service. With regard to the customer referenced in your correspondence, Patricia D'Avignon, as of the date of this letter, her account has been settled and no amount is due or owing. If the customer has additional issues she wishes to have addressed, Silver Cloud recommends that she contact customer service directly

Sincerely,

ROSETTE, LLP

A handwritten signature in black ink, appearing to read "Alex Lozada", with a long horizontal flourish extending to the right.

Alex Lozada, Esq

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<sup>4</sup> *Kiowa*, 523 U.S. at 755 (1998); *Oklahoma Tax Comm'n v. Potawatomi Tribe*, 498 U.S. 505 (1991) (noting alternatives to state enforcement actions, including, inter alia, negotiating inter-governmental agreements); *Puyallup Tribe, Inc. v. Dep't of Game*, 433 U.S. 165, 173 (1977) (vacating a state court order that directed the Puyallup Tribe to provide information regarding its members' off-reservation fishing activities on sovereign immunity grounds).

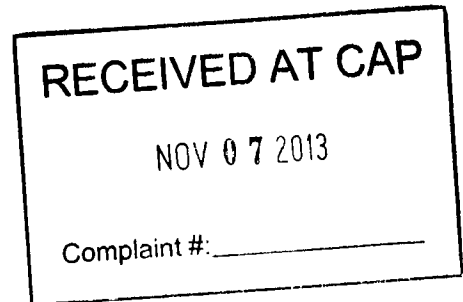
<sup>5</sup> *Cash Advance*, 242 P.3d at 1102 (Colo. 2010).

<sup>6</sup> *Ameriloan*, 86 Cal.Rptr 3d at 581-84 (holding that a tribally-owned payday lending company was entitled to tribal sovereign immunity and not subject to California laws).

<sup>7</sup> *Kiowa*, 523 U.S. at 754 (1998); *accord High Desert Receptions Inc. v. Pyramid Lake of Paiute Indians*, 341 F App'x 325, 327 (9th Cir 2009); *Cohen v. Little Six, Inc.*, 543 N.W.2d 376, 381 (Minn. Ct. App. 1996), decision aff'd, 561 N.W.2d 889 (Minn. 1997); *Gayle v. Little Six, Inc.*, 555 N.W.2d 284, 294 (Minn. 1996) (holding that tribal business entity organized for the general benefit of the Community and closely linked to the governing structure of the Community is entitled to sovereign immunity from civil action in state court).



Cassie Harnett, Consumer Advisor  
Vermont Consumer Assistance Program  
103B Morrill Hall-UVM  
Burlington, VT 05405



**RE: 2013-5490**

Dear Ms. Harnett,

Thank you for your letter dated October 4, 2013. We have reviewed Ms. Thomas's feedback form and thoroughly researched the situation. We have determined that Arrow One Lending did make a deposit in the amount of \$500 to the bank account of Melissa Thomas. Upon notification of suspicious activity by Ms. Thomas, Arrow One Lending promptly withdrew the funds from the bank account per Ms. Thomas's request and closed her account at Arrow One.

We trust this letter is sufficient to resolve your inquiry. Please let us know if any additional information is needed.

Regards,

A handwritten signature in black ink, appearing to be a stylized name.

Arrow One Lending, LLC  
P.O. Box 648  
Santa Ysabel, CA 92070

cc: Melissa Thomas

**WILLIAM H. SORRELL**  
ATTORNEY GENERAL  
**JANET C. MURNANE**  
DEPUTY ATTORNEY GENERAL



**ADDRESS REPLY TO:**  
**CONSUMER ASSISTANCE PROGRAM**  
103B MORRILL HALL -UVM  
BURLINGTON, VERMONT 05405  
[www.uvm.edu/consumer](http://www.uvm.edu/consumer)  
e-mail: [consumer@uvm.edu](mailto:consumer@uvm.edu)

**STATE OF VERMONT**  
**OFFICE OF THE ATTORNEY GENERAL**  
**PUBLIC PROTECTION DIVISION**  
TEL: (802) 656-3183  
FAX: (802) 656-1423  
OUTSIDE CHITTENDEN COUNTY  
1-800-649-2424

RECV'D 10/10/13  
ETK

October 4, 2013

Arrow One Lending  
PO Box 648  
Santa Ysabel, CA 92070

Re: 2013-5490

Dear Sir/Madam:

We received the enclosed consumer complaint with respect to a transaction with your business. Although at this point our office has made no determination as to the validity of the complaint, we do ask that you contact the consumer directly within 7 days so that you and the consumer can resolve this matter without further involvement of this office.

We also ask that you notify this office, indicating the steps you have taken to resolve the complaint. Please respond using the Online Response Form located on our website, [uvm.edu/consumer](http://uvm.edu/consumer). Please include the above complaint number in your response.

We have also requested the consumer to update us regarding the complaint status after 14 days. The consumer's response, the enclosed complaint, and your response will remain on file in this office for six years.

Complaint files are public records and, as such, are open to the public for inspection. Information about complaints, including the number of complaints recorded in the last six years and their status, is provided to consumers who inquire about your business. Complaint information is also used to determine when investigations should be initiated.

We thank you for giving this matter your immediate attention.

Sincerely, ...

Handwritten signature of Cassie Harnett in black ink.  
Cassie Harnett  
Consumer Advisor



Cadmin

Acct # 112-2014

**Sent:** Monday, September 23, 2013 1:58 PM  
**To:** consumer@uvm.edu  
**Subject:** Consumer Complaint Form

RECEIVED AT CAP  
SEP 26 2013  
Complaint #: \_\_\_\_\_

Below is the result of your feedback form. It was submitted by  
([melissathomas2012@yahoo.com](mailto:melissathomas2012@yahoo.com)) on Monday, September 23, 2013 at 13:57:42

email: [melissathomas2012@yahoo.com](mailto:melissathomas2012@yahoo.com)

Name: Melissa L Thomas

Street: 5583 VT Route 78

City: Highgate

State: Vermont

ZIP: 05459

Phone: 802-527-1222 Ext 3547

Senior: No

Irene: No

Business Name: Arrow One Lending

Business Street: PO Box 648

Business City: Santa Ysabel

Business State: CA

Business ZIP: 92070

Business Phone: 1-855-836-3647

Business E-mail: [customerservice@arrowonelending.com](mailto:customerservice@arrowonelending.com)

Complaint: I checked my Checking Account this morning; 9/23/13 to see if my husband had put my Gas money into my acct yet and noticed right off that there was an extra \$500.00 that had been Deposited on 9/23/13 from Arrow One Lending. I called them right away as I found their website online to look for their phone #. I told them what I found and they are going to take the funds back out of my acct on Tues. 9/24/13 and the acct will be closed. As someone has hacked into my checking acct once again..Customer Service said the loan was requested on 9/20/13 @ 6:54 pm. I had nothing to do with this and I want nothing to do with it. Unreal.

Loss: 0.00



151 Melacon Road, Marksville, LA 71351  
Phone: 318-253-7793 Fax: 318-253-5266 Email: Mobiloans.com

October 21, 2013

**Via Facsimile: 802.656.1423**

State of Vermont  
Office of the Attorney General  
Attn: Judah Griffin  
Consumer Assistance Program  
103 B Morrill Hall - UVM  
Burlington, Vermont 05405

Re: 2013-3493  
Patricia D'Avignon

Dear Mr. Griffin:

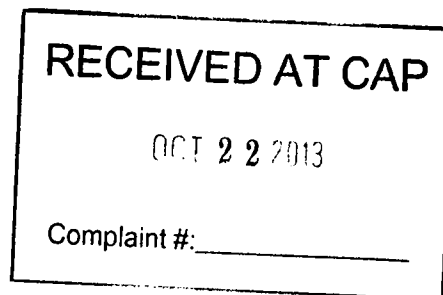
I am writing on behalf of Mobiloans, LLC ("Mobiloans") in response to your office's letter regarding a complaint you received from a Patricia D'Avignon concerning our loan product.

By way of background, Mobiloans is a limited liability company organized under the laws of the Tunica Biloxi Tribe of Louisiana ("Tunica Tribe" or "Tribe"), a federally recognized Indian Tribe. Mobiloans is owned and operated by the Tunica Tribe, and operates exclusively on land owned by the Tribe.

The loan program that Mobiloans offers to consumers throughout the United States is governed by the laws of the Tunica Tribe. Each agreement that a consumer enters into with Mobiloans clearly indicates that the laws of the Tunica Tribe apply to the relationship between Mobiloans and the consumer.

In addition, Mobiloans is an "arm of the tribe," and entitled to the same immunity from state laws as is the Tunica Tribe. See *Cash Advance and Preferred Cash Loans v. Colorado ex rel. Suthers*, 242 P.3d 1099 (Colo. 2010). Therefore, the activities of Mobiloans are not subject to licensing by any state and are immune from any state investigation or enforcement actions. The Colorado Supreme Court made clear in the *Cash Advance* case by holding that "tribal sovereign immunity applies to state investigatory enforcement actions[.]"<sup>1</sup> with the Court further

<sup>1</sup> *Cash Advance*, 242 P.3d at 1102.



**Lac Vieux Desert Band Of Lake Superior Chippewa Tribal  
Government**

P.O. Box 249, Pow Wow Trail • Watersmeet, Michigan 49969  
Phone: 906-358-4577 • Fax: 906-358-4785



RECEIVED AT CAP

OCT 01 2013

Complaint #: \_\_\_\_\_

OFFICE OF GENERAL COUNSEL

September 27, 2013

**VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Ms. Indah Griffin  
Consumer Advisor  
State of Vermont  
Office of the Attorney General  
Public Protection Division  
146 University Place  
Burlington, VT 05405

**RE: Response to Letter Concerning Consumer Complaint of Melissa Benway,  
Complaint File # 2013-4318**

Dear Ms. Griffin:

We are in receipt of correspondence dated August 30, 2013 that was forwarded to my office on September 12, 2013 regarding Red Rock Tribal Lending, LLC, d/b/a CastlePayday.com (the "Company"). The purpose of this correspondence is to inform you that all collection efforts actions have ceased and Ms. Melissa Benway's account has been "Charged Off" and updated to a status of "Paid in Full." However, just the same, we would like to take this time introduce our Company to you and to offer information regarding our business practices.

The Company, is a 100% tribally owned and operated entity of the Lac Vieux Desert Band of Lake Superior Chippewa Indians (the "Tribe"), registered and located on the Tribe's reservation in Watersmeet, Michigan (the "Reservation"). The Tribe is a federally-recognized sovereign American Indian tribe.<sup>1</sup> For your information, the Company is responsibly and lawfully engaged in consumer finance operating within the Tribe's Reservation and jurisdictional boundaries. The Company was established and operates in accordance with Tribal law for the

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<sup>1</sup> 75 FED. REG. 60,810, 60,811. See also PL 100-420, 102 Stat. 1577 (Sept. 8, 1988).

economic benefit and self-sufficiency of the Tribe, its government, and its membership and is a wholly owned, managed, controlled and operated instrumentality of the Tribe.<sup>2</sup>

As a sovereign nation, the Tribe has enacted laws allowing for and regulating consumer finance transactions in which the Company engages, and, therefore, is not subject to Vermont law.<sup>3</sup> Indeed, there is long-standing federal policy and precedent recognizing the inherent sovereignty of American Indian tribes.<sup>4</sup> “Indian tribes are ‘domestic dependent nations’ that exercise inherent sovereign authority over their members and territories.”<sup>5</sup> In exercising the Tribe’s sovereignty – that is, the power to establish laws and be governed by them – the Tribe endeavored to enact the Tribal Consumer Financial Services Regulatory Code, which expressly governs the Tribe’s and the Company’s consumer finance activities. Additionally, the Company voluntarily complies with all applicable federal consumer protection laws to ensure that it amply protects its customers and operates within the legal boundaries established by the United States to protect free industry as well as the American public. The Company strives to engage only in industry best practices and is overseen by a Regulatory Authority established pursuant to Tribal law that is specifically tasked with regulating the Company’s consumer finance activities, its relationship with its vendors, and its fair and equitable treatment of its customers.

While, as previously mentioned, Vermont law is not enforceable as applied to the activities of the Company, we believe it important to inform you that the Company represents an effort of the Lac Vieux Desert Band of Lake Superior Chippewa Indians to create economic development and employment opportunities for its citizens. Like many American Indian tribes, the Tribe’s Reservation exists in territorial isolation on Michigan’s Upper Peninsula and lacks access to traditional forms of capital. Without the means to develop and invest in its Tribal lands, the Lac Vieux Desert Band of Lake Superior Chippewa community has not been able to obtain a sustainable capital base from which to provide basic governmental services for its people. Resultantly, the Tribe has struggled for decades to fulfill its duty to develop businesses and infrastructure, health care, and other vital services for its members.

The advent of e-commerce has created an opportunity for the Tribe to spur economic development on our Reservation despite its geographic isolation. As one of many industries developed by the Tribe, the offering of consumer finance products is a legal enterprise that provides a pathway to economic stability for our Tribe and Tribal members. Our consumer finance business provides a vital service to many Americans who would otherwise be without access to short-term financial assistance and in so doing creates economic and employment opportunities for our Tribal members.

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<sup>2</sup> Unlike other entities that are widely publicized, but are undisputedly not wholly tribally owned and operated, the Company is a robust, fully functioning instrumentality of the Tribe, possessing all attributes of sovereignty related thereto.

<sup>3</sup> *California v. Cabazon Band of Mission Indians*, 480 U.S. 202 (1987).

<sup>4</sup> See, e.g., *Johnson v. M’Intosh*, 21 U.S. 543 (1823); *Three Affiliated Tribes of Ft. Berthold Reservation v. Wold Eng’g*, 476 U.S. 877 (1986).

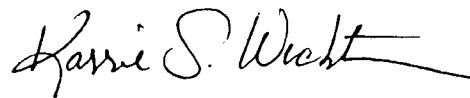
<sup>5</sup> *Okla. Tax Comm’n v. Citizen Band of Potawatomi Indian Tribe*, 498 U.S. 505, 509 (1991), citing *Cherokee Nation v. Georgia*, 30 U.S. 1, 13 (1831)

Again, we assure you that the Company is regulated under, and in compliance with, the Lac Vieux Desert Band of Lake Superior Chippewa Tribal Consumer Financial Services Regulatory Code, and all relevant and applicable federal laws and regulations. As part of this regulation, the Company ensures that, when applying for and receiving a loan, consumers are provided extensive notice regarding the fact that the Company is owned and operated by a federally-recognized Indian tribe and that the customer is agreeing to be bound by Tribal law. To be sure, the consumer must affirmatively consent to rights afforded under the Lac Vieux Desert Band of Lake Superior Chippewa Tribal Consumer Financial Services Regulatory Code, including its consumer complaint procedures. Furthermore, we can attest that in offering our consumer finance products, the Company does not engage in excessive or abusive collection practices. Instead, the Company strives to engage only in industry best practices with respect to our customers.

We understand your obligation to inquire into the business practices on behalf of Vermont consumers and we hope this letter provides you with a certain level of comfort from one sovereign to another. Moreover, we again stress that our Company is indeed compliant with applicable Tribal and federal laws and restate that the laws of Vermont do not apply to our Company or in any way impact the sovereign laws of the Lac Vieux Desert Band of Lake Superior Chippewa Indians. Nevertheless, with regard to the consumer named in your correspondence of August 30, 2013, our Company has charged off and updated Ms. Benway's account status to "Paid in Full."

We thank you for your inquiry and hope that you find the information that we have provided informative and instructive with regard to the State of Vermont's regulatory authority as it relates to the Company. Additionally, please be advised that response to your letter, and the explanation provided in this correspondence is not to be deemed a waiver of the sovereign rights and privileges of the Tribe or the Company, all of which are expressly reserved. Please send any further correspondence regarding this matter to my attention at: Red Rock Tribal Lending, LLC, P.O. Box 704, Watersmeet, MI 49969.

Kindest regards,



Ms. Karrie Wichtman, General Counsel  
Lac Vieux Desert Band of Lake Superior Chippewa Indians

March 14, 2014

**VIA EMAIL (jkolber@atg.state.vt.us)**  
**AND CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Justin Kolber  
Assistant Attorney General  
Office of the Attorney General  
109 State Street  
Montpelier, VT 05609

*Re: Response to Civil Investigative Subpoena Duces Tecum Regarding Silver Cloud  
Financial, Inc.*

Dear Mr. Kolber:

This law firm represents Silver Cloud Financial, Inc. ("Silver Cloud"). We are in receipt of correspondence from your office dated February 28, 2014, addressed to Silver Cloud and titled "Civil Investigative Subpoena Duces Tecum Pursuant To 9 V.S.A. § 2460." Notably, no specific consumer, customer complaint, or docket number is referenced to provide more information regarding any specific concern of your office and, as stated in your email dated March 12, 2014, we understand that there is no case name or number associated with this Subpoena. Accordingly, we respectfully decline to provide you with the information requested in your correspondence. We would like to take this opportunity, however, to elaborate on our reasons for doing so and advise you as to the inapplicability of Vermont statutory laws (9 V.S.A. § 2460) to Silver Cloud and its operations.

Please be advised that Silver Cloud is a corporation wholly owned and operated by a federally-recognized Indian tribe ("Tribe"). Please be further advised that neither Silver Cloud nor the Tribe has waived or intends to waive its sovereign immunity from suit. Nothing contained herein is intended, or shall be construed as, an admission or waiver of any rights that Silver Cloud and the Tribe have, all of which are expressly reserved.

As a federally recognized tribe, neither the Tribe nor Silver Cloud is subject to state regulatory laws. As you are undoubtedly aware, there is long-standing federal common law doctrine recognizing the inherent sovereignty of American Indian tribes.<sup>1</sup> Under the doctrine of tribal sovereign immunity, an Indian tribe is subject to suit only where Congress has authorized the suit or the tribe has expressly and unequivocally waived its immunity.<sup>2</sup> This immunity

<sup>1</sup> See, e.g., *Johnson v. M'Intosh*, 21 U.S. 543 (1823); *Three Affiliated Tribes of Ft. Berthold Reservation v. Wold Eng'g*, 476 U.S. 877 (1986).

<sup>2</sup> *Kiowa Tribe of Oklahoma v. Mfg. Techs.*, 523 U.S. 751, 754 (1998).



applies without distinction to Tribal governmental and commercial activity conducted both on- and off- the reservation, and is shared with economic enterprises of the Tribe.<sup>3</sup>

United States Supreme Court precedent makes clear that tribal sovereign immunity applies to (and trumps) state enforcement actions.<sup>4</sup> This includes immunity to state investigative subpoena enforcement actions and judicial enforcement of state investigatory actions with respect to alleged violations of state law.<sup>5</sup> State courts have, in fact, recognized the application of tribal sovereign immunity to the commercial activities of a tribe's for-profit online consumer lending business.<sup>6</sup> Similarly, Silver Cloud, operating as an economic arm of the Tribe, is immune from any regulatory enforcement actions brought under any state law, including the laws of the State of Vermont and the Subpoena issued by your office on February 28, 2014.<sup>7</sup> Neither the Tribe nor Silver Cloud has expressly waived its immunity from such legal process. Moreover, even if you were able to overcome such a monumental barrier to the Tribe's, and therefore Silver Cloud's, protections from legal process, the Subpoena issued by your office is an instrument served upon a sovereign government for which your office must adhere to registration, recognition, and enforcement procedures established by the Tribe.

Moreover, as an entity operating under a license issued by the Tribe's Consumer Financial Services Regulatory Commission (the "Regulatory Commission"), Silver Cloud is subject to the Regulatory Commission's enforcement authority, and is therefore duty-bound to conduct business in a responsible manner and in accordance with Tribal law and applicable federal consumer protection laws. To that end, Silver Cloud maintains its own procedural mechanism for the handling of consumer complaints. Consumer complaints may be directly sent to Silver Cloud, at which point Silver Cloud's representatives contact the consumer to resolve the matter. Since Silver Cloud maintains its own consumer complaint resolution procedure and because the Commission, and not the State, maintains proper jurisdiction over Silver Cloud's lending activities, it is neither necessary nor appropriate that the State purport to exercise jurisdiction over Silver Cloud.

Notwithstanding the foregoing, the Tribe would like to maintain a productive government-to-government relationship with the state of Vermont to ensure that consumer complaints are appropriately resolved. In doing so, the Tribe offers to meet with the Office of the Vermont Attorney General to discuss how to establish a protocol that will best address our

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<sup>3</sup> *Ameriloan v. Superior Court*, 86 Cal.Rptr.3d 572 (Cal. Ct. App. 2009); *Cash Advance and Preferred Cash Loans v. State*, 242 P.3d 1099, 1102 (Colo. 2010); *see also Allen v. Gold Cnty. Casino*, 464 F.3d 1044, 1046 (9th Cir. 2006).

<sup>4</sup> *Kiowa*, 523 U.S. at 755 (1998); *Oklahoma Tax Comm'n v. Potawatomi Tribe*, 498 U.S. 505 (1991) (noting alternatives to state enforcement actions, including, inter alia, negotiating inter-governmental agreements); *Puyallup Tribe, Inc. v. Dep't of Game*, 433 U.S. 165, 173 (1977) (vacating a state court order that directed the Puyallup Tribe to provide information regarding its members' off-reservation fishing activities on sovereign immunity grounds).

<sup>5</sup> *Cash Advance*, 242 P.3d at 1102 (Colo. 2010).

<sup>6</sup> *Ameriloan*, 86 Cal.Rptr.3d at 581-84 (holding that a tribally-owned payday lending company was entitled to tribal sovereign immunity and not subject to California laws).

<sup>7</sup> *Kiowa*, 523 U.S. at 754 (1998); *accord High Desert Recreations Inc. v. Pyramid Lake of Paiute Indians*, 341 F. App'x 325, 327 (9th Cir. 2009); *Cohen v. Little Six, Inc.*, 543 N.W.2d 376, 381 (Minn. Ct. App. 1996), decision aff'd, 561 N.W.2d 889 (Minn. 1997); *Gayle v. Little Six, Inc.*, 555 N.W.2d 284, 294 (Minn. 1996) (holding that tribal business entity organized for the general benefit of the Community and closely linked to the governing structure of the Community is entitled to sovereign immunity from civil action in state court).



common goal of consumer protection and timely response to consumer complaints moving forward. Please contact me at the telephone number provided herein with any questions regarding this matter, and please direct all future correspondence pertaining to the Tribe or to Silver Cloud to my attention.

We thank you for your inquiry and hope that the information we have provided is helpful. As mentioned above, nothing in this letter may be construed as a waiver of the Tribe's or of Silver Cloud's sovereign immunity, as this letter merely serves as a voluntary response to your February 28, 2014 Subpoena.

Sincerely,

ROSETTE, LLP

Alex Lozada, Esq.

Cc: HPUL Tribal Consumer Financial Services Regulatory Commission



# MODEL TRIBAL CONSUMER FINANCIAL SERVICES CODE

## SECTION 1. FINDINGS, INTENT, AND POLICY

1.1 Findings. The Tribal Council of the [ X X X X ], the primary governing body of the Tribe, finds that:

(a) The Tribe desires to expedite the development of its economy in order to improve its economic self-sufficiency, to enable it to better serve the social, economic, educational, health, and safety needs of its members and visitors, and to provide its members with opportunities to improve their own economic circumstances.

(b) Tribal operation and licensing of one or more Consumer Financial Services business is a legitimate means of generating revenue to address the aforementioned needs and to pursue the Tribe's sovereign right of self-sufficiency and self-determination.

(c) The Tribe has the legal authority to license and regulate Consumer Financial Services businesses within its jurisdiction.

(d) A properly licensed and regulated Consumer Financial Services industry is consistent with announced federal policy promoting tribal self-government and economic self-sufficiency.

(e) Tribal regulation and control of Consumer Financial Services businesses within the jurisdiction of the Tribe is essential for the protection of the public welfare.

(f) It is essential that the Tribal Council regulate Consumer Financial Services business in a manner commensurate with Tribal law and policy and applicable federal law.

(g) It is essential that public confidence in Consumer Financial Services business that takes place within the Tribe's jurisdiction be maintained.

(h) Adoption of a Tribal Consumer Financial Services Code by the Tribal Council is a necessary condition for the legal operation of Consumer Financial Services within the Tribe's reservation and serves the Tribe's best interests.

(i) The establishment of a Tribal Consumer Financial Services Regulatory Authority to implement the purpose and intent of the Code within the Tribe's reservation serves the Tribe's best interests.

1.2 Intent. The Tribal Council, on behalf of the Tribe, declares that the intent of this Code is to:

(a) Diversify and expedite the development of the economy of the [ T R I B E ] for the purposes described in section 1.1(a) above.

(b) Define general regulatory powers to be exercised by the Authority in relation to the regulation, control, and oversight of Consumer Financial Services businesses.

(c) Ensure that all Consumer Financial Services business profits are used for the benefit of the Tribe's government and its members and are used to improve the Tribe's economic self-sufficiency, to enable the Tribe to better serve the social, economic, educational, health, and safety needs of its members and visitors, and to provide its members with opportunities to improve their own economic circumstances.

(d) Ensure that Lenders, Vendors, Persons, and borrowers engage in Consumer Financial Services business that remains free from abusive, corrupt, deceptive, unconscionable, unfair, and dishonest practices.

(e) Protect the interests of the public in the offering of Consumer Financial Services.

(f) Ensure the maintenance of public confidence in Consumer Financial Services practices.

(g) Ensure that the Tribe provides a Tribal-based forum for the fair and orderly resolution of Consumer Financial Services disputes.

(h) Ensure that the Code is impartially enforced upon all Persons attempting to offer Consumer Financial Services within the Tribe's jurisdiction.

### 1.3 Policy.

(a) Tribal Policy of Self-Government. The Tribe is firmly committed to the principle of Tribal self-government. Profits from Consumer Financial Services shall be utilized and expended only for the following purposes:

(1) To fund the Tribe's government operations or programs.

(2) To provide for the public health and general welfare of the Tribe and its members and visitors to the Tribal community.

(3) To promote the Tribe's economic development and self-sufficiency.

(4) To donate to charitable organizations.

(b) Responsibility for Regulation. The Tribe shall have sole proprietary interest in, and the responsibility for, the regulation of the Consumer Financial Services business authorized by this Code.

(c) Consumer Financial Services Authorized. This Code and any regulations developed in accordance with this Code are the sole authority through which Consumer Financial Services may be offered within the Tribe's jurisdiction.

## **SECTION 2. DEFINITIONS**

As used in this Code, unless the context otherwise requires:

“Agent” means any person designated as an officer or employee of the Authority, as that term is defined herein, while engaged in or on account of the performance of official duties

“Applicant” means any Person who has applied for a License under the provisions of this Code.

“Application” means a request for the issuance of a License under the provisions of this Code.

“Arm of the Tribe” means a commercial entity formed pursuant to the Tribe's law, ultimately overseen by the Tribe, and through which the Tribe intends to serve its interests, including those of its members, and to which the Tribe has extended and granted its sovereign immunity as a means to protect the Tribe's and its Member's interests.

“Authority” means the Tribal Consumer Financial Services Regulatory Authority, created and established by the Tribal Council of the Tribe, charged with the implementation and enforcement of the Code and all other regulations promulgated by the Authority or the Tribe relating to Consumer Financial Services activities and associated licensing requirements.

“Balloon Payment” means an installment payment that is more than twice the amount of the average of all other payments.

“Business day” means any calendar day except Saturday, Sunday, New Year's day, the third Monday in January observed as the birthday of Dr. Martin Luther King, Jr., Washington-Lincoln day, Memorial day, Independence day, Labor day, Veterans' day, Thanksgiving day, and Christmas day.

“Code” means this Tribal Consumer Lending Code.

“Consumer” means a person other than an organization who is the borrower to a Loan made under the Code.

“Consumer Financial Services” means the business of providing a Loan, as that term is defined herein, to a Consumer by a Lender under this Code, from the [Tribe's] reservation or Tribe's jurisdiction.

“Consummated” means the Lender's final acceptance, within the Tribe's jurisdiction, of the Consumer's agreement to accept the terms of a Loan Agreement—or its modification, refinancing, consolidation, or deferral—as evidenced through the Consumer's digital or wet signature affixed thereto.

“Default” means a Consumer's failure to repay a Loan in compliance with the terms contained in a Loan Agreement.

“Lender” means a Person that is licensed by the Authority to engage in the business of providing Consumer Financial Services through any method including storefront, mail, telephone, internet, or any electronic means. All Lenders shall be an Arm of the Tribe as that term is defined herein.

“License” means the official, legal, and revocable Lender license issued by the Authority under this Code to a Lender. A License is a revocable privilege to conduct Consumer Financial Services.

“Loan” means an extension of unsecured credit to a Consumer for any purpose permitted under Tribal law.

“Loan Agreement” means any agreement pursuant to which the Lender agrees to extend credit to the Consumer under a specified set of terms and which is not enforceable until it is consummated.

“Loan amount” means the amount of credit provided to the Consumer.

“Month” means a period of thirty consecutive days.

“Person” means any natural person, organization, or group of individuals acting as a unit, whether mutual, cooperative, fraternal, profit, nonprofit, or otherwise provided, that the term does not include the Federal Government or any agency thereof.

“Tribe” or “tribal” means the \_\_\_\_\_ Tribe of Indians, a sovereign nation located within the United States of America.

“Tribal Council” means the \_\_\_\_\_ Tribe of Indians’ Tribal Council, the governing body of the Tribe as described in the Tribe’s governing documents [consider changing to “Constitution”].

“Vendor” means any natural person, partnership, joint venture, association, trust, firm, estate, club, society, receiver, assignee, trustee in bankruptcy, political entity, company, corporation or other group, however organized, who engages or seeks to engage in the business of providing services to a Lender pursuant to this Code.

### **SECTION 3. TERRITORIAL APPLICATION**

This Code applies to Loans made by the Lender and includes modifications, refinancing, consolidations, and deferrals Consummated within the Tribe’s jurisdiction. A Consummated Loan, as those terms are defined herein, shall be deemed prima facie evidence of the Consumer’s intent to accept the territorial application of this Code and the terms of the Loan Agreement.

### **SECTION 4. LICENSES**

#### **4.1. Applicability.**

(a) Any Person seeking to engage in Consumer Financial Services subject to this Code shall apply for and receive a License prior to engaging in such Consumer Financial Services.

(b) A License is a revocable privilege to conduct Consumer Financial Services within the Tribe’s jurisdiction.

#### 4.2 Application Process.

(a) An Applicant for a License shall submit to the Authority an Application, signed under oath, on forms prescribed by the Authority. The forms shall contain such information as the Authority may prescribe, including, but not limited to:

(1) Evidence supporting the Applicant's financial condition and history, or all necessary information for the Authority to obtain the Applicant's financial condition and history;

(2) The qualifications and business history of the Applicant and of its officers, directors, or members, including disclosure of whether such Person has had a previous contractual relationship with an Indian tribe;

(3) Whether the Applicant or any of its officers, directors, or members have ever been convicted of or held liable for any: (i) misdemeanor involving fraud or violation of law governing the provision of Consumer Financial Services or any business of a similar nature; or (ii) felony; or (iii) civil suits in which a judgment has been entered or to which was entered a plea of no contest. Applicant shall provide a complete disclosure of any pending or anticipated civil or criminal action filed against the Applicant in any jurisdiction. The Applicant shall provide written permission giving the Authority and its Agents the right to investigate the Applicant's background, including any criminal record;

(4) Whether the Applicant or any of its officers, directors, or members have ever been permanently or temporarily enjoined by a court of competent jurisdiction from engaging in or continuing any conduct or practice involving any aspect of a Consumer Financial Services business or any business of a similar nature;

(5) A description of the Applicant's proposed method of doing business;

(6) A list of all other licenses for which the Applicant has ever applied to the Authority, whether or not such licenses were issued;

(7) The Applicant's tax identification number; and

(8) A sworn statement that if the Applicant receives a License it will submit to the Tribe's jurisdiction and will abide by all applicable Tribal and Federal laws, regulations, and policies and further swears that the information contained in the Application is true and correct to the best of Applicant's knowledge.

(b) Each License Application shall be accompanied by a nonrefundable Application fee, the amount of which shall be set by the Authority.

4.3 License issuance.

(a) The Authority shall issue a License to an Applicant, if, after investigation of the Applicant, the Authority determines that:

- (1) The Applicant has complied with section 4.2 set forth above;
- (2) The experience, character, and general fitness of the Applicant and its officers, directors, or members are such as to warrant the belief that the Applicant will conduct the Consumer Financial Services business honestly, fairly, and efficiently;
- (3) The Applicant is financially responsible and will conduct the business pursuant to this Code;
- (4) The Applicant has assets of at least one hundred thousand dollars (\$100,000.00) available for operating the business; and
- (5) The Tribe has the sole ownership interest in the Applicant.

4.4. Timely action of Authority. The Authority shall approve or deny an Application for a license by written order not more than thirty (30) days after the filing of a substantially complete Application.

4.5. License; posting; renewal; fee. A license issued pursuant to the Code shall be conspicuously posted at the Lender's place of business and on each of Lender's websites. All licenses shall remain in effect for a period of two years, unless canceled, suspended, or revoked by the Authority or surrendered by the Lender. Licenses may be renewed by filing with the Authority a renewal fee, the amount of which shall be set by the Authority, and an Application for renewal containing such information as the Authority may require that indicates any material change in the information contained in the original Application or succeeding renewal Applications. The Authority may issue a temporary License for such period of time as determined by the Authority, but shall in no event exceed sixty (60) days, with a possible sixty (60) day renewal period for good cause shown. Application fees, renewal fees, late payment penalties, civil penalties, administrative fines and other fees or penalties provided for in this Code shall in all cases be paid directly to the Authority. The Authority shall deposit such proceeds into an account or fund designated by the Tribal Council.

4.6. License Substance and Classification. The License shall bear on its face the name of the Lender, the Tribal Logo, the issue date, the license number, and the applicable classification of the License.

4.7. License surrender. Any Lender may voluntarily surrender its License at any time by giving written notice of the surrender to the Authority.

4.8 Denial, suspension or revocation.

(a) The Authority may deny, suspend, or revoke a License, after notice and an opportunity for hearing, if the Authority finds that a Lender:

- (1) Failed to notify the Authority within thirty (30) days after the occurrence of any material development, including, but not limited to:
  - (i) Bankruptcy or other undertaking of insolvency;
  - (ii) Business reorganization due to insolvency;
  - (iii) The filing of a criminal indictment or complaint against the Lender or any of its officers, directors, members, employees, or agents, provided that any temporary suspension is removed if the charges are subsequently dismissed and the Authority's investigation and examination of the events giving rise to such charges reveal no other violation of this Code or the principles of federal and Tribal law; or
  - (iv) A felony conviction against the Lender or any of the Lender's officers, directors, members, employees, or agents; or
- (2) Failed to pay initial Application or renewal fees; or
- (3) Made a material misstatement or omission on the Application or on any document required to be filed with the Authority; or
- (4) Withheld or provided incomplete or insufficient pertinent information; or
- (5) Participated in unauthorized Consumer Financial Services; or
- (6) Knowingly falsified books or records that relate to a transaction connected with the operation of Consumer Financial Services;
- (7) Failed to keep sufficient books and records to substantiate receipts, disbursements, and expenses incurred or paid; or
- (8) Failed to take reasonable measures to ensure that an agreement with a Consumer is not materially breached; or
- (9) Refused to comply with any lawful order, inquiry or directive of the Authority or the Tribal Council; or
- (10) Poses a threat to the public interest or the Authority's effective regulation of Consumer Financial Services; or
- (11) Creates or enhances the danger of unsuitable, unfair or illegal practices in the conduct of Consumer Financial Services; or
- (12) Has been convicted of or has entered a plea of no contest to any felony or any other crime involving breach of trust or dishonesty; or

(13) Has had an order entered against it by a governmental authority with proper jurisdiction and the order is based on conduct that involved fraud, deceit, or misrepresentation by the Lender and the order was entered after notice and an opportunity to be heard; or

(14) Has had a financial judgment ordered against it in a civil action based on fraud, deceit or misrepresentation; or

(15) Employed any person in a Consumer Financial Services business whom the Lender knew or should have known was convicted of fraud, theft, or embezzlement; or

(16) Refused to comply with any lawful order, inquiry or directive of the Authority or the Tribal Council; or

(17) Attempted to bribe or offer something of value to any person, Tribal Council member, or an Authority in an attempt to avoid or circumvent Tribal law; or

(18) Stole or attempted to steal funds or other items of value from the Authority or the Tribe; or

(19) Failed to exercise proper oversight of Vendors working with the Lender, including failing to ensure that such Vendors comply with the terms of this Code; or

(20) Failed to materially comply with the terms of this Code.

(b) If a Lender fails to renew its License and does not voluntarily surrender the License, the Authority may issue a notice of expiration of the License to the Lender in lieu of revocation proceedings.

(c) Revocation, suspension, cancellation, or expiration of a License shall not impair or affect the obligation of a preexisting lawful contract between the Lender and any Person.

(d) Revocation, suspension, cancellation, or expiration of a License shall not affect civil or criminal liability for acts committed before the revocation, suspension, cancellation, or expiration.

4.9. Non-Transferable or Assignable License. A License issued pursuant to the Code shall not be transferable or assignable.

4.10. Personal Jurisdiction.

(a) Obtaining a License pursuant to the Code and engaging in relationship with any Lender, whether as a Vendor or Consumer, shall constitute consent to tribal jurisdiction and sufficient contact with the Tribe for the exercise of personal jurisdiction over the Lender, Vendor, Person, and Consumer in any action arising out of the Lender's and Vendor's activities within the jurisdiction of the Tribe, unless specifically otherwise provided in executed contracts. The Authority is specifically granted authority under this Code to act on behalf of the Tribe in exercising jurisdiction.



(b) Obtaining a Loan from any Lender shall constitute consent to tribal jurisdiction and sufficient contact with the Tribe for the application of tribal law and regulations including, but not limited to, the Code.

#### 4.11. Procedure for Suspension or Revocation.

(a) Upon reasonable basis for belief that a violation of the Code has occurred, the Authority or its Agent may either undertake an investigation of the Lender, or serve upon such Lender an order to show cause why the Lender's License should not be suspended or revoked, or why the Lender should not be enjoined from conducting Consumer Financial Services under this Code.

(b) Any order to show cause or notice of investigation, suspension, or revocation shall state the reason for the order, investigation, suspension, or revocation, and the time and place for the hearing before the Authority pursuant to Section 7.21 herein.

(c) The Lender shall have an opportunity to present testimony and cross-examine opposing witnesses, and to present any other evidence as to why a suspension, revocation order or injunction should not be issued.

(d) The hearing shall be governed in all respects in accordance with Tribal law and Authority regulations. Any suspension or revocation decision of the Authority after hearing may be appealed in accordance with the provisions of Section 7.21 herein.

## **SECTION 5. LENDERS**

5.1 Federal Consumer Protection Laws. A Lender shall conduct business in a manner consistent with the consumer protection principles set forth in the federal laws described in this section, but reference to the principles of these laws shall in no manner endorse the application of any enforcement mechanisms or protections described in those laws as against the Lender. The applicable laws are: the Truth in Lending Act, 15 U.S.C. § 1601 *et seq.*, and related regulations at 12 C.F.R. Part 226; Fair Credit Billing Act, 15 U.S.C. § 1666a; Equal Credit Opportunity Act, 15 U.S.C. § 1691 *et seq.*, and related regulations at 15 C.F.R. Part 202; Electronic Fund Transfer Act, 15 U.S.C. § 1693 *et seq.*, and related regulations at 12 C.F.R. Part 205; Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* and related regulations at 12 C.F.R. Part 222); privacy provisions of Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801 *et seq.*, and related regulations at 16 C.F.R. Part 313 and 16 C.F.R. Part 314; Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.*, and related regulations at 16 C.F.R. Part 901; Talent Amendment, 10 U.S.C § 987, and related regulations of the Department of Defense at 32 C.F.R. part 232; and Servicemembers' Civil Relief Act, 50 U.S.C. App. §§ 501-596. In interpreting all federal laws, any reference to a "state" shall be construed where appropriate to mean the Tribe and shall be construed liberally in favor of the Tribe, with ambiguous provisions interpreted to the Tribe's benefit. Notwithstanding the above, the Authority has in no way waived any defenses or position related to the applicability of the above laws to the Tribe or any Lender.

#### 5.2 Prohibited Acts by Lenders.

(a) A Person shall not engage in the business of Consumer Financial Services subject to this Code without first obtaining a License pursuant to this Code. A separate License is not required for each location that the Lender operates, but each location must be approved in

advance by the Authority. The Lender shall post its License issued pursuant to this Code at each location or, if the location is a website, said License shall be posted electronically on each website. For purposes of this Section, the term “location” includes a website maintained for the purpose of participating in Consumer Financial Services pursuant to this Code.

(b) A Lender shall not:

(1) Assess any interest, fee, or charge that is greater than any applicable limitation, if any, prescribed in this Code.

(2) Use or cause to be published or disseminated any advertisement that contains false, misleading or deceptive statements or representations.

(3) Engage in unfair, deceptive, abusive, or fraudulent practices or unfair or deceptive advertising in connection with a Loan. A Lender violates the requirements of this Code by engaging in any act that limits or restricts the application of this Code.

(c) Unconscionability. The Authority may deem a Loan Agreement unconscionable if, after an investigation and review of a Consumer complaint, it finds that the underlying Agreement was formed through improprieties in the process of its construction and formation or the actual terms are unduly harsh, commercially unreasonable, or grossly unfair given the existing circumstances.

### 5.3 Books, Accounts and Records, Examinations, Costs.

(a) Books, Accounts, and Records. A Lender shall maintain all books, accounts, and records that the Authority reasonably requires. Each Lender shall:

(1) Ensure that the books, accounts and records are sufficiently detailed to comply with the Code and all applicable Tribal and federal laws.

(2) Maintain the books, accounts and records separately from any other business in which the Lender is engaged and shall retain the books, accounts and records for at least three years.

(b) Examinations and Costs. The Authority may examine or cause to be examined Lender annually and more frequently if the Authority considers it necessary. In conducting such examination, the Authority or its Agent may examine the books, accounts and records to determine if the Lender has complied with this Code and any implementing regulations adopted pursuant to this Code. The Lender shall pay the cost of the examination.

(c) Copy of Code. Each Lender shall have a copy of this Code and any implementing regulations readily available for inspection by any Person at each authorized Consumer Financial Services physical location and shall also be prominently displayed on each of Lender’s websites.

## SECTION 6. AUTHORIZED TRANSACTIONS; AGREEMENTS

### 6.1 Required Notices and Terms

(a) Preservation of Tribal sovereign immunity and exclusive jurisdiction. The Lender must in a conspicuous and prominent place on each Loan Agreement in bold, capitalized type size no smaller than type size used elsewhere in the Loan Agreement, provide the Consumer the following notice:

#### IMPORTANT DISCLOSURE:

PLEASE READ THIS DISCLOSURE CAREFULLY BEFORE SIGNING THIS LOAN AGREEMENT. THE LENDER IS AN ARM OF THE FEDERALLY RECOGNIZED INDIAN TRIBE OF \_\_\_\_\_ (“TRIBE”), IT IS A COMMERCIAL ENTITY FORMED PURSUANT TO TRIBAL LAW, IT IS OWNED AND OPERATED BY THE TRIBE AND IT FUNCTIONS AS A FOR-PROFIT COMMERCIAL ENTITY OF THE TRIBE, FORMED FOR THE EXPRESS PURPOSE OF ECONOMIC DEVELOPMENT. BOTH THE LENDER AND THE TRIBE ARE IMMUNE FROM SUIT IN ANY COURT UNLESS THE TRIBE, THROUGH ITS TRIBAL COUNCIL, EXPRESSLY WAIVES THAT IMMUNITY THROUGH A FORMAL, WRITTEN RESOLUTION OF THE TRIBE’S TRIBAL COUNCIL. THE LENDER IS REGULATED BY THE TRIBE’S CONSUMER FINANCIAL SERVICES REGULATORY AUTHORITY. YOUR RIGHT TO SUBMIT COMPLAINTS IS LIMITED TO THE DISPUTE RESOLUTION PROCESS SET FORTH IN THE LOAN AGREEMENT AND TO THE TRIBAL REGULATORY AUTHORITY IN ACCORDANCE WITH THE TRIBE’S CONSUMER LENDING CODE AND THE ACCOMPANYING REGULATIONS, IF ANY.

YOU AGREE THAT THIS LOAN IS MADE WITHIN THE TRIBE’S JURISDICTION AND IS SUBJECT TO AND GOVERNED BY TRIBAL LAW AND NOT THE LAW OF YOUR RESIDENT STATE. IN MAKING THIS LOAN, YOU CONSENT TO TRIBAL JURISDICTION FOR THIS COMMERCIAL TRANSACTION. YOUR RESIDENT STATE LAW MAY HAVE INTEREST RATE LIMITS AND OTHER CONSUMER PROTECTION PROVISIONS THAT ARE MORE FAVORABLE. PLEASE CONSIDER TAKING A LOAN FROM A LENDER IN YOUR STATE IF YOU WISH TO HAVE YOUR RESIDENT STATE LAW APPLY TO ANY LOAN THAT YOU NEGOTIATE. IN ANY EVENT, YOU SHOULD CAREFULLY EVALUATE YOUR FINANCIAL OPTIONS BEFORE TAKING OUT A LOAN. THIS LOAN HAS A HIGH INTEREST RATE AND IT IS NOT INTENDED TO PROVIDE A SOLUTION FOR LONGER TERM CREDIT OR OTHER FINANCIAL NEEDS. ALTERNATIVE FORMS OF CREDIT MAY BE LESS EXPENSIVE AND MORE SUITABLE FOR YOUR FINANCIAL NEEDS. PLEASE CONSIDER YOUR ABILITY TO REPAY THE LOAN AND IF YOU ARE HAVING FINANCIAL DIFFICULTIES, YOU SHOULD SEEK THE ASSISTANCE OF FINANCIAL COUNSELORS. BEFORE SIGNING THIS LOAN AGREEMENT, PLEASE CAREFULLY READ ITS TERMS. YOUR SIGNATURE AND APPROVAL OF THIS LOAN WILL BE DEEMED AS PROOF THAT YOU HAVE READ THE LOAN AGREEMENT, YOU HAVE APPROVED OF ALL OF ITS TERMS, INCLUDING CONSENTING TO TRIBAL JURISDICTION, YOU HAVE PROVIDED THE LENDER WITH THE MOST CURRENT AND ACCURATE EMPLOYMENT, CREDIT, INCOME, AND ASSET HISTORY REQUIRED FOR LENDER TO ACCURATELY DETERMINE YOUR ABILITY TO REPAY THE LOAN, AND AFFIRMATIVELY ACKNOWLEDGE THAT YOU ARE ABLE TO REPAY THE LOAN ACCORDING TO THE TERMS OF THE LOAN AGREEMENT.

(b) Right to rescind. A Consumer shall have the right to rescind the Loan Agreement on or before 5 p.m. of the third (3rd) business day following the Loan transaction. Upon rescission, the Consumer must repay the full amount of the Loan but shall not be required to pay any pre-assessed fee or other fees or costs as set forth in the Loan Agreement. A Consumer must provide the Lender with written notice of such rescission and such written notice must be mailed to Lender at the following address:

[Insert Tribe's preferred address here]

(c) Right to rescind notice. A Lender shall provide the following notice in a conspicuous and prominent place on each Loan Agreement in bold, capitalized type size no smaller than type size used elsewhere in the Loan Agreement:

**YOU HAVE THE RIGHT TO RESCIND THIS TRANSACTION BY 5 P.M. ON THE THIRD BUSINESS DAY FOLLOWING THIS TRANSACTION. SHOULD YOU TIMELY RESCIND THIS TRANSACTION, YOU SHALL IMMEDIATELY REPAY THE FULL AMOUNT OF THE LOAN PRINCIPAL DEPOSITED INTO YOUR BANK ACCOUNT, ANY PREASSESSED FEE SHALL NOT BE DEEMED SECURITY FOR THE TRANSACTION AND SHALL BE RETURNED TO YOUR ACCOUNT WITHIN THREE (3) BUSINESS DAYS OF SUCH RECISSION, AND YOU WILL NOT BE ASSESSED ANY FEES OR COSTS OTHERWISE SET FORTH IN THE LOAN AGREEMENT.**

(d) Duration. A Loan shall not be for a term of less than six (6) months or more than forty-eight (48) months.

(e) Fully Amortizing Installment Loans. A Loan shall require that the Consumer pay periodic payments of an amount that the Lender and Consumer predetermine and memorialize in their Loan agreement. Lender may apportion those payments to account for principal and interest according to the Lender's best practices. In no event shall a loan include a Balloon Payment at maturity.

(f) Fees and charges. Except as otherwise specified in this Code, the following fees and charges shall apply:

(1) Interest Rate and Fees – Except as otherwise specified in this Code, a Loan Agreement may provide for the interest rate or the fee equivalent as agreed upon by the parties.

(2) Late Charges – A Loan Agreement may provide for a late payment charge of the amount equal to the greater of XX% of the past due amount or YYY dollars.

(3) Dishonor Item Fees - A Loan Agreement may provide that upon return of a payment device to the Lender, the Lender may charge a fee not in excess of an amount established by the Authority for each return item. Only one fee may be collected for each returned payment notwithstanding multiple presentations of payment.

(g) No oral agreements. A Loan Agreement shall provide that it represents the entire agreement of the parties and may not be contradicted by evidence of prior or contemporaneous oral agreements of the parties. Such provisions are enforceable and disallow evidence of prior or

contemporaneous oral agreements.

(h) Enforcement of Lender's rights and remedies. The Loan Agreement shall provide that in any proceeding in which a Lender is a party in interest with respect to any transactions with a Consumer under this Code, the Lender's rights and remedies shall be granted based upon prima facie proof and entitlement based upon the terms of the written transaction documents and the payment and business records maintained by the Lender in the ordinary course of business. Any claims or defenses whatsoever asserted by or on behalf of a Consumer shall be subject to the dispute resolution process and jurisdiction agreed upon by the parties in their Loan Agreement.

## **SECTION 7. TRIBAL CONSUMER FINANCIAL SERVICES REGULATORY AUTHORITY**

7.1 Establishment and Purpose. The Tribal Council hereby establishes the Authority as a governmental division of the Tribe. The Authority is charged with the implementation of the Code and regulations of the Tribe relating to Consumer Financial Services activities and associated licensing requirements to ensure fair and equitable treatment of Consumers.

7.2 Location and Place of Business. The Authority may maintain its headquarters, principal place of business and office within the Tribal offices. The Authority may establish other places of business in such other locations as the Authority may from time to time determine to be in the best interest of the Tribe.

7.3 Duration. The Authority shall have perpetual existence and succession in its own name, unless dissolved pursuant to Tribal law.

7.4 Attributes. As a governmental division of the Tribe, the Authority is created by the Tribal Council with the purpose and intent that the operations of the Authority be conducted on behalf of the Tribe for the sole benefit and interests of the Tribe, its members, and residents of and visitors to the Tribe's reservation in protecting Consumers.

7.5 Tribal Actions. Notwithstanding any authority delegated to the Authority under this Code, the Tribe reserves to itself the right to bring a lawsuit against any Person or entity in its own right, on behalf of the Tribe or on behalf of the Authority and Lender whenever the Tribe deems it necessary to protect the sovereignty, rights and interests of the Tribe, the Authority, the Lender, or the Consumer.

### **7.6 Sovereign Immunity of the Authority and Lender.**

(a) Immunity from Suit. The Authority, as a division of the Tribal government, and the Lender, as an Arm of the Tribe, both possess all the privileges and immunities of the Tribe allowed under Tribal and federal law, including sovereign immunity from suit in any Tribal, Federal, or state court.

(b) No Waiver. Nothing in this Code shall be deemed or construed to be a waiver of sovereign immunity of the Authority and a Lender from suit, which shall only be waived pursuant to this subsection 7.6.

(c) No Consent to Jurisdiction. Nothing in this Code shall be deemed or construed to be consent of the Authority or of any Lender to the jurisdiction of the United States

or of any state or other tribe with regard to the business or affairs of the Authority and Lender.

(d) Waiver of Sovereign Immunity of the Authority and Lender. Sovereign immunity of the Authority may be waived upon the recommendation of the Authority and through express approval of the Tribe as recognized and adopted in a Resolution setting forth such waiver. The sovereign immunity of Lenders, as for-profit commercial entities that function as Arms of the Tribe, may only be waived to the extent that such waiver is permitted through a resolution of the Tribal Council setting the conditions and measures under which a waiver may be established.

(1) Resolution Effecting Waiver. All waivers of the Authority's sovereign immunity must be preserved with resolutions of continuing force and effect issued by the Authority and endorsed by the Tribe's governing body through its own formal resolution. All waivers of a Lender's sovereign immunity must be preserved with resolutions of continuing force and effect issued by the Tribe's Tribal Council.

(2) Policy on Waiver. Waivers of sovereign immunity are disfavored and shall be granted only when necessary to secure a substantial advantage or benefit to the Authority, the Lender, or the Tribe.

(3) Limited Nature to Waiver. Waivers of sovereign immunity shall not be general but shall be specific and limited as to duration, grantee, transaction, property or funds, if any, of the Authority and Lender subject thereto, and as to the court and law applicable thereto.

(4) Limited Effect of Waiver. Neither the power to sue, provided in subsection 7.13 herein, nor any express waiver of sovereign immunity by resolution of the Tribal Council, shall be deemed as consent to the levy of any judgment, lien, or attachment upon property of the Authority other than property specifically pledged or assigned. Nor shall such actions be deemed consent to suit with respect to any land within the exterior boundaries of the Tribe's reservation, or consent to the alienation, attachment, or encumbrance of any such land.

(5) Enforcement Actions and Immunity. A Lender's sovereign immunity, as described above, shall not prevent, either by operation or interpretation, the Authority's investigations and enforcement actions described in this Code. Moreover, a Lender's sovereign immunity shall not prevent the Tribe's Tribal Council from taking enforcement action against Lender when the Authority requests or when the Tribal Council approves such action through a formal resolution.

7.7 Sovereign Immunity of the Tribe. With respect to the existence and activities of the Authority, all inherent sovereign rights of the Tribe as a Federally-recognized Indian Tribe are hereby expressly reserved, including sovereign immunity from suit in any state, Federal, or Tribal court. Nothing in this Code nor any action of the Authority shall be deemed or construed to be a waiver of sovereign immunity from suit or counterclaim of the Tribe, a consent of the Tribe to the jurisdiction of the United States, any state or other tribe with regard to the business or affairs of the Authority or the Tribe, a consent of the Tribe to any cause of action, counterclaim, case or controversy, or to the levy of any judgment, lien, or attachment upon any property of the Tribe, a consent to suit or counterclaim in respect to any land within the exterior boundaries of the Tribe's reservation, or to be a consent to the alienation, attachment, or encumbrance of any such land.

7.8 Assets of the Authority. The Authority shall have only those assets specifically assigned to it by the Tribal Council, acquired in its name by the Tribe, or acquired by the Authority on its own behalf. No activity of the Authority or any indebtedness incurred by it shall implicate or in any way involve any assets of tribal members or the Tribe not assigned in writing to the Authority.

7.9 Regulatory Agent; Compensation, Duties.

(a) Regulatory Agent; Term of Office. The Authority shall initially be governed by the number of Agents appointed by the Tribal Council. The Tribal Council may increase the number of Agents by Resolution as it deems necessary to conduct the governmental operations of the Authority. The Tribal Council shall determine an Agent's term of office.

(b) Compensation. The compensation of the Agent shall be established from time to time by the Tribal Council.

(1) Duties. The Agent shall have the following responsibilities:

(A) Oversee and have responsibility for the day-to-day operations of the Authority, including supervision of Authority employees;

(B) Supervision of Lenders under the Code; and

(C) Conduct or oversee the conduct of any meetings or hearings held by the Authority in accordance with this Code or further directive of the Tribal Council.

(c) Agent Qualifications. Any person appointed as an Agent of the Authority shall meet the following qualifications:

(1) The Agent shall have expertise, experience, education or a combination thereof in the following areas: financial services, finance, management, business, governmental regulation, law, and/or Tribal policy.

(2) The Agent shall be at least twenty-one (21) years of age and show proof of High School Diploma or equivalent.

(3) No person shall serve as Agent if:

A. His/her prior activities, criminal record, if any, or reputation, habits or associations:

- i. Pose a threat to the public interest; or
- ii. Threaten the effective regulation and control of financial services; or
- iii. Enhance the dangers of unsuitable, unfair, or illegal practices, methods, or activities in the conduct of financial services.

B. He/she has been convicted of or entered a plea of no contest to any

felony or to a misdemeanor involving breach of trust or dishonesty in any jurisdiction;  
or

C. He/she, or any member of his or her Immediate Family, has a partnership or other direct monetary or financial interest in the conduct of any Lender or is in privity with a Lender or one of its agents, contractors, or sub-contractors; or if he or she has any other personal or legal relationship that places him/her in a conflict of interest with any Lender. For purposes of this subsection, "Immediate Family" includes spouse or significant other, parents, children, and siblings. Ownership of a Lender by virtue of membership in the Tribe is not a per se monetary or financial interest in the conduct of any Lender. After disclosure, a conflict caused through Immediate Family may be disclosed and waived by the Tribal Council provided that appropriate safeguards are put in place to ensure impartiality.

7.10 Meetings. The Authority shall hold or participate in such meetings with the Tribal Council as are necessary and appropriate.

7.11 Prohibited Acts. The Agent and Authority employees shall not do any of the following with respect to any Lender under the jurisdiction of the Authority:

(a) Be indebted, either directly or indirectly, as borrower, accommodation endorser, surety or guarantor to any Lender unless such indebtedness was contracted before becoming employed by or appointed to the Authority and is fully disclosed to the Authority. Notwithstanding the foregoing, an employee of the Authority other than an Agent may become so indebted; provided that, while the debt is outstanding, the employee shall not participate in any examination of any Lender conducted by the Authority and the indebtedness is:

(1) Incurred on terms no more favorable than those available to the general public, and

(2) Fully disclosed to and approved by the Authority before funding, including the following information:

- A. the Loan amount; and
- B. the interest rate; and

(3) Any Default of such Loan shall be reported to the Authority.

(b) Be an officer, director, or employee of any Lender.

(c) Be interested in, directly or indirectly, or receive from any Lender or any officer, director, or employee of any Lender any salary, fee, compensation or other valuable thing by way of gift, donation, credit, or compensation for services or otherwise; except that an Agent or Authority employee is permitted to receive his or her pro-rata share of revenue that has been generated by a Lender and is distributed among all eligible Tribal members by virtue of membership in the Tribe.



## 7.12 Removal of Regulatory Agent / Vacancy.

(a) Removal. The Agent may be removed by the Tribal Council or a majority vote of the other Agents for the following reasons: serious inefficiency, neglect of duty, malfeasance, misfeasance, nonfeasance, misconduct in office, or for any conduct which threatens the honesty and integrity of financial services or the Authority or violates the letter or intent of this Code. Prior to removal, such Agent shall be (a) granted a hearing before the Tribal Council, and (b) given a written notice of the specific charges against him or her at least ten (10) days prior to such hearing. Any allegations of neglect of duty, misconduct, malfeasance, or other acts that would render an Agent unsuitable for his/her position must be substantiated by a preponderance of the evidence. Agents subject to removal will be given an opportunity to provide evidence rebutting the grounds for their proposed removal before the removal is considered. The decision of the Tribal Council concerning removal of an Agent that issues after the Agent's hearing before the Tribal Council shall be final and not subject to further appeal.

(b) Vacancy. If the Agent shall die, resign, be removed or for any reason be unable to serve as an Agent, the Tribal Council shall declare his or her position vacant and shall appoint another qualified Tribal member to fill the position within thirty (30) days of the vacancy. The term of office of the person appointed to replace the Agent shall be for the balance of the unexpired term for the position.

7.13 Powers of the Authority. The Authority has the power to discharge all duties imposed by this Code and its associated regulations, if any. In furtherance, but not in limitation of, the Authority's purposes and responsibilities, and subject to any restrictions contained in this Code or other applicable law, the Authority shall have, and is authorized to exercise, the following powers and responsibilities in addition to all powers already conferred by this Code:

(a) Receive and act on complaints, take action designed to obtain voluntary compliance with this Code, or commence proceedings on its own initiative;

(b) Counsel Lenders and Consumers on their rights and duties under this Code;

(c) Establish programs for the education of Consumers with respect to credit practices and problems;

(d) Make studies appropriate to effectuate the purposes and policies of this Code and make the results available to the public;

(e) To promulgate, adopt, and enforce regulations and rules furthering the purpose and provisions of this Code; provided that such regulations shall take effect only upon approval of the Tribal Council.

(f) To examine or inspect or cause to be examined or inspected each Lender annually and more frequently if the Authority considers it necessary.

(g) To make, or cause to be made by its agents or employees, an examination or investigation of the place of business, equipment, facilities, tangible personal property and the books, records, papers, vouchers, accounts, documents and financial statements of any Lender or

Person engaging or participating in, or suspected to be engaging or participating in, Consumer Financial Services to ensure compliance with this Code or any order of the Authority, to determine whether any Lender has engaged, is engaging or is about to engage in any act, practice or transaction that constitutes an unsafe or unsound practice or violation of this Code or any order of the Authority, or to aid in adopting rules or regulations pursuant to this Code.

(h) To establish procedures designed to permit detection of any irregularities, fraud, or the like.

(i) Upon prior explicit resolution and approval of the Tribal Council, to employ such advisors as it may deem necessary. Advisors may include, but are not limited to, lawyers, accountants, law enforcement specialists, and financial services professionals.

(j) To accept, review, approve, or disapprove any Application for a License, including conducting or arranging for background investigations of all Applicants.

(k) To examine under oath, either orally or in writing, in hearings or otherwise, any Lender or Person, or agent, officer or employee of any Lender or Person, or any other witness with respect to any matters related to this Code and to compel by subpoena the attendance of witnesses and the production of any books, records, and papers with respect thereto. Upon refusal to appear or produce, the Authority may apply to a court of competent jurisdiction to compel appearance or production.

(l) To discipline any Lender engaging or participating in Consumer Financial Services or other acts in violation of this Code by ordering immediate compliance, issuing fines and sanctions, and suspending or revoking any License pursuant to the hearings and due process required by Section 7.21 of this Code. If a Person fails to pay fines and sanctions, the Authority may impose a lien in the amount of such fine and costs upon all assets and property of such Person within the jurisdiction of the Tribe and may be recovered in a civil action by the Authority. Failure of the Person to pay such fine and costs shall constitute a separate violation of the Code.

(m) To sue in courts of competent jurisdiction within the United States, subject to Section 7.5 herein; provided that no suit shall be brought by the Authority without the prior explicit written approval of the Tribal Council.

(n) To arbitrate, compromise, negotiate or settle any dispute to which it is a party relating to the Authority's authorized activities, subject to any approval of the Tribal Council that may be required by the Tribal Council.

(o) To adopt a schedule of fees to be charged for the processing, issuance, and renewal of Licenses, including fees or charges associated with conducting background checks; for reasonable examinations of Lenders; and for services rendered relating to transcripts and the furnishing or certifying of copies of proceedings, files, and records and to impose the forgoing fees as applicable.

(p) To establish and maintain such bank accounts as may be necessary or convenient.

(q) To make such findings as may be necessary to implement the Authority's duties and powers, with such findings to be given deference as the legally binding findings of a governmental entity.

7.14 Annual Budget. The Authority shall prepare an annual operating budget for all Authority activities and present it to the Tribal Council no less than thirty (30) days prior to the commencement of each operating year or part thereof.

7.15 Authority Regulations.

(a) Regulations necessary to carry out the implementation and orderly performance of the Authority's duties and powers shall include, but shall not be limited to, the following:

(1) The making of findings or other information required by or necessary to implement this Code;

(2) Interpretation and application of this Code, as may be necessary to enforce the Authority's duties and exercise its powers;

(3) A regulatory system for overseeing Consumer Financial Services, including accounting, contracting, management and supervision;

(4) The conduct of inspections, investigations, hearings, enforcement actions and other powers of the Authority authorized by this Code; and

(5) Specification of the amount and the schedule of applicable Licensing and examination fees that shall be imposed by the Authority.

(b) No regulation of the Authority shall be of any force or effect unless it is adopted by the Authority by written resolution and subsequently approved by a resolution of the Tribal Council.

7.16 Regular Reports to the Tribal Council. The Authority shall file regular reports with the Tribal Council updating the Tribal Council on issues, if any, related to each Lender and providing additional information and comment that it deems necessary to keep the Tribal Council fully informed as to the status of the Authority's activities. The Authority shall define by regulation, subject to the approval of the Tribal Council, the schedule for the submission of such reports.

7.17 General Principles of Dispute Resolution. The Tribe values its customers and intends that it will timely address questions, concerns, issues, and/or disputes raised by Consumer borrowers in a fair and orderly manner pursuant to a dispute resolution procedure that the Authority has approved.

7.18 Initial Dispute Resolution Procedure

(a) Consumers who, in the course of their otherwise lawful and proper use of a Lender's business, have concerns about the operation of any part of the Lender's operation that pertain to the Consumer or who otherwise believe themselves to be aggrieved by some aspect of the operation of any part of the Lender's business, shall first direct their concerns and any dispute to the Lender's management, either orally or in writing.

(b) Upon receipt of such complaint, the Lender shall expediently gather sufficient facts to make a determination about the dispute. The Lender shall inform the complainant Consumer

in writing about its determination as soon as is reasonably practicable.

#### 7.19 Formal Dispute Resolution Procedure

(a) In the event of a Consumer dispute that has moved through the Initial Dispute Resolution Procedure described above, complainants who are dissatisfied with a Lender's resolution of their dispute may request review by the Authority by submitting a request to the Authority in writing.

(b) The Authority shall investigate and review the dispute in any manner that it chooses. In connection with a dispute, the Authority may conduct such review, interviews, sworn statements, depositions, and other means of obtaining desired information as the Authority requests. In each instance, the Lender, complainant, and other interested persons must cooperate with the Authority and must provide such information and documents as the Authority deems necessary or advisable to resolve the Consumer dispute.

(c) After reviewing and/or investigating (if the Authority chooses) the Consumer dispute, the Authority shall communicate its opinion and any proposed resolution on the Complainant's written request for review in a manner deemed reasonable and appropriate by the Authority.

#### 7.20 Investigations, Right of Entrance.

(a) Investigations. The Authority may investigate and examine the operation and premises of any Lender or Person engaging in, or suspected to be engaging in, Consumer Financial Services or other services related thereto within its jurisdiction.

(1) In undertaking such investigations, the Authority may request the assistance of federal or local law enforcement officials, legal counsel and/or other third parties.

(2) In conducting such investigation, the Authority shall make no order or final decisions without affording any affected party notice and a hearing pursuant to Section 7.21 of this Code.

(3) This power to investigate does not authorize the Authority to manage the day-to-day operations of a Lender.

(b) Right of Entrance. The Authority and duly authorized employees or agents of the Authority, during regular business hours, may reasonably enter upon any premises of any Lender, engaging in or suspected to be engaging in Tribal Consumer Financial Services or other services related thereto for the purpose of making inspections and examining the accounts, books, papers and documents relating to Consumer Financial Services or other services related thereto of any such Lender.

(c) Aid to Entry. The staff of the Lender engaging in or suspected to be engaging in Tribal Consumer Financial Services or other services related thereto shall facilitate such inspection or examinations by giving every reasonable aid to the Authority and to any properly authorized officer or employee.

7.21 Notice and Opportunity to Cure; Due Process; Notice; Hearings; Examiner.

(a) Cease and Desist Order. If the Authority believes that any Lender has engaged in or is about to engage in any act or practice constituting a violation of the Code or regulations promulgated thereunder, the Authority may issue a cease and desist order and therein provide the violator an opportunity to cure the violation.

(1) Notice. Upon entry of a cease and desist order the Authority shall promptly send written notice of such order and the reasons therefore, to all persons to whom the order is directed. No later than fifteen (15) days after its receipt of an order from the Authority, an aggrieved party may, in writing, request a hearing. The Authority shall set a hearing no less than ten (10) and no later than thirty (30) days after the Authority's receipt of such a written request, or at a later time upon written request and agreement of the complaining party or as set by the hearing officer based on good cause. If a hearing is not requested within fifteen business days and none is ordered by the Authority, the order of the Authority shall automatically become final and shall remain in effect until modified or vacated by the Authority. If a hearing is set and held, the Authority shall issue a written opinion containing findings of fact and conclusions of law and may affirm, vacate, or modify its order.

(2) Vacatur/Modification of Cease and Desist Order. The Authority may vacate or modify an order if it finds that the conditions which caused its entry have changed or that it is otherwise in the public interest to do so.

(b) Notice of Hearing. The Authority shall, within ten (10) days after learning of the event(s) giving rise to the reasons that support its issuance of a cease and desist order, provide a Lender with written notice setting forth, with specificity, the issues to be resolved and the date and time at which a hearing shall be conducted.

(c) Hearing. At the hearing, the affected parties shall be provided the opportunity to present oral or written testimony to all people interested therein as determined by the Authority.

(d) Examiner. The Authority's Agent shall act as examiner for the purpose of holding any hearing, or the Agent may appoint an examiner qualified in the law or possessing knowledge or expertise in the subject matter of the hearing for the purpose of conducting any hearing. Any such appointment shall constitute a delegation to such examiner of the powers of the Authority under this Code with respect to any such hearing.

(e) Decision. The Authority shall issue a written decision to all affected parties within thirty (30) days after the hearing, and based upon the evidence presented at such hearing, the Authority may remove or extend its cease and desist order, and it may suspend or revoke a Lender's authority to operate within the Tribe's jurisdiction, order a Lender or Vendor, as the case may be, to pay a Consumer the amount of any actual damages proven to have resulted from a violation, and issue any other remedy as justice requires.

(f) Appeals. Affected parties may appeal an Authority determination by filing a written appeal to the Tribal Council within twenty (20) days of receiving the Authority's final written decision. The Tribal Council shall place the matter on the agenda of its next regularly scheduled meeting. Any decision of the Tribal Council on appeal shall be final and not subject to further appeal.

## **SECTION 8. ENFORCEMENT**

8.1 Jurisdiction. Except as provided otherwise in this Code, the Authority shall have jurisdiction over all violations of this Code and with respect to any conduct governed in this Code or with respect to any claim arising from a transaction subject to this Code.

8.2 Guidelines. In imposing any administrative remedy or civil penalty provided for in this Code, the Authority shall take into account the appropriateness of the remedy or penalty with respect to the size of the financial resources and good faith of the Lender or Person charged, the extent to which the violation was intentional, the gravity of the violation, the history or previous violations, and such other matters as justice may require.

8.3 Civil Violations. Any Lender or Person who violates or fails to comply with any provision of this Code or who fails or neglects to comply with any final order of the Authority may be charged with a violation and given due process pursuant to Section 7.20 herein. If the Lender or Person is found to have committed a violation, he/it may be required to pay a civil fine to the Authority not to exceed an amount of which shall be set by the Authority for each violation. Each day during which any such violation or failure to comply continues may be treated as a separate violation of this Code, but not to exceed an amount to be set by the Authority. A violation or series of violations related to the same act or omission may be treated as one violation.

(a) A Lender, or Person found responsible for a material violation pursuant to this Section may also be subject to revocation of its License.

(b) If an officer or agent of a Lender knowingly or recklessly participates in a material violation of this Code, then the Authority may immediately revoke the License of the Lender thereby terminating said relationship.

(c) If an officer or agent of a Vendor knowingly or recklessly participates in conduct or activity that would constitute a material violation of this Code, the Authority may immediately ban the Vendor from operating within the Tribe's jurisdiction and may require the Lenders working with such Vendor to show cause why they should not be held accountable and disciplined for the Vendor's conduct.

8.4 Cumulative Fines. All civil fines accruing under this Code shall be cumulative and a suit for the recovery of one fine shall not bar or affect the recovery of any other fine, or judgment, penalty, forfeiture or damages nor bar the power of a court of competent jurisdiction to enter an order of contempt, nor bar any criminal prosecution against any officer, director, agent, or employee of any Lender or any other Person.

8.5 Purpose of Civil Penalties. The civil fines imposed under this Code are intended to be remedial and not punitive. Such fines are designed to compensate the Tribe for the damage caused to its peace, security, economy, and general welfare, while also compensating the Tribe for the costs of enforcement under this Code and ensuring that Consumers harmed by the actions of a Lender are made whole through restitution in the amount of any actual damages proven to have resulted from a violation. Finally, the civil penalties set forth under this Code are intended to encourage compliance with the Code and the Authority's regulations, and not as punishment for violation of such laws and regulations.

8.6 Civil Action for Penalties. In enforcing the civil infraction provisions of this Code, the Authority may proceed in the name of the Tribe against a Person by civil complaint in a court of competent jurisdiction.

8.7 Seizure and Forfeiture of Property. Property of a Lender or Person utilized in violation of this Code shall be subject to seizure and forfeiture by order of the Authority pursuant to such implementing regulations as the Authority shall promulgate.

**ISLAND MOUNTAIN**

Office: 406.334.1339 Fax: 406.334.2269 • PO Box 507 Harlow, MT 59826

April 29, 2014

**VIA U.S. MAIL and FACSIMILE**

Justin Kolber  
STATE OF VERMONT  
OFFICE OF THE ATTORNEY GENERAL  
109 State Street  
Montpelier, VT 05609-1001  
Fax (802) 828-2154

**Re: *Response to April 22, 2014 Letter regarding "Unlicensed Payday Loan"***

Dear Mr. Kolber:

We are in receipt of your April 22, 2014 letter sent by you to Blue Sky Finance, LLC dba Extra Funds Cash. Your letter references Vermont law -- inapplicable to Blue Sky Finance, LLC dba Extra Funds Cash, a Ft. Belknap Indian Community Tribal enterprise -- and infer that you are in receipt of a consumer complaint, but do not identify the complaining consumer. Your letters go on to baselessly demand production of Blue Sky Finance, LLC dba Extra Funds Cash business records.

First, we must note that at this time, we do not lend in the state of Vermont. Also, we must respectfully note that Vermont law does not apply to Blue Sky Finance, LLC dba Extra Funds Cash. Rather, Extra Funds Cash is a Tribal enterprise of the Ft. Belknap Indian Community, a federally-recognized sovereign American Indian Tribe located in rural northern Montana. Blue Sky Finance, LLC dba Extra Funds Cash is wholly-owned and controlled by the Tribe, established for the Tribe's benefit, and formed, regulated and operated pursuant to Tribal law. The exclusive business of Blue Sky Finance, LLC dba Extra Funds Cash is to provide short-term, small denomination installment loans to American consumers via the internet. As an economic arm of the tribe, the Blue Sky Finance, LLC dba Extra Funds Cash shares the Tribe's sovereign immunity and, therefore, is not subject to state investigation or enforcement action of any sort.<sup>1</sup> But, as a sovereign government, the Ft. Belknap Indian Community respects the concerns of other sovereigns raised to us, such as those articulated in your letter. Therefore, please note that both our website and our consumer contract discuss the business as a sovereign enterprise and clearly require the application of Ft. Belknap Indian Community law to any business dealings with Extra Funds Cash.

<sup>1</sup> See *Kiowa Tribe of Oklahoma v. Mfg. Techs.*, 523 U.S. 751, 754 (1998); *Oklahoma Tax Comm'n v. Citizen Band of Potawatomi Indian Tribe*, 498 U.S. 505, 513 (1991); *Cash Adv. and Preferred Cash Loans v. Colorado ex. rel. Suthers*, 242 P.3d 1099, 1102 (Colo. 2010).



**Justin Kolber**

April 29, 2014

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While we understand and appreciate the desire of a sovereign to enforce its laws, Vermont law is without force or effect on the commercial or regulatory efforts of the Tribe. Sovereigns throughout this country take varying approaches to the regulation of commercial entities – e.g., Delaware or South Dakota serving as corporate-friendly forums – and a sovereign's divergent approach does not subject it, or its entities, to the substantive regulatory actions of a sister sovereign. We note that the Tribe is fully engaged in the regulation of its commercial and financial entities and that Blue Sky Finance, LLC dba Extra Funds Cash is fully compliant with Tribal law.

Second, after a thorough review of our files, we cannot identify any complaint from a Vermont citizen that might have resulted in a consumer contacting your office. I note that the letter we have received from you do not identify any specific Vermont consumer as complaining about any Ft. Belknap Indian Community enterprise. In point of fact, Blue Sky Finance, LLC dba Extra Funds Cash has no record of ever receiving any complaint from a Vermont citizen. Indeed, we at Blue Sky Finance, LLC dba Extra Funds Cash pride ourselves on exemplary customer service and best practices with respect to consumer loans. We have a highly-trained call center on our Reservation and we also have strict limitations and courtesy protocols with respect to collection efforts, which we handle internally. We are confident that our business employs appropriate, respectful practices and in accord with the letter and spirit of all applicable federal consumer protection laws, as well as with the best practices of the Online Lenders Alliance, and the Tribe's own required best practices.

If you identify the Vermont citizen who is experiencing issues with Extra Funds Cash, I would be willing to provide you detailed information about our efforts to resolve that citizen's concern, assuming that he or she is actually a customer of Extra Funds Cash. Because of the lack of detail in your letter, we cannot discern any conduct or practice with which you find issue, other than that a consumer executed a contract governed by the law of a sovereign other than Vermont.

This response is a courtesy only. We will not be producing any sovereign business records and we do not accede to any Vermont authority over Extra Funds Cash. Indeed, none exists. We hope that this letter resolves your concerns. If you would like to identify a specific complaining consumer, I am happy to work with you to discuss our resolution efforts. As noted above, Blue Sky Finance, LLC dba Extra Funds Cash is subject to robust consumer protection requirements. And we want to treat our customers well and earn their repeat business. In that regard, we view the Ft. Belknap Indian Community's and the State of Vermont's interests as aligned – both sovereigns are concerned about consumers. We are always willing to talk with you about how we might be able to work together to achieve those common goals.

Respectfully,

**Justin Kolber**  
April 29, 2014  
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A handwritten signature in black ink that reads "Michelle Fox". The signature is written in a cursive style with a large, stylized 'M' and 'F'.

**Michelle Fox,**  
**Blue Sky Finance, LLC representative designated**  
**by the Tribal Council, Fort Belknap Indian**  
**Community**



**FREDERICKS PEEBLES & MORGAN LLP**  
ATTORNEYS AT LAW

**CONLY J. SCHULTE**

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May 6, 2014

State of Vermont  
Office of the Attorney General  
Attn: Justin Kolber  
Assistant Attorney General  
109 State Street  
Montpelier, VT 05609-1001

Re: 500FastCash

Dear Mr. Kolber:

As legal counsel for 500FastCash, I am writing in response to your letter of April 22, 2014, regarding alleged unlicensed payday lending activities in Vermont. 500FastCash is a trade name of Red Cedar Services ("Red Cedar"), a wholly owned arm of the Modoc Tribe of Oklahoma, a federally-recognized Indian Tribe. Red Cedar d/b/a 500FastCash is located in Miami, Oklahoma, and is regulated by the laws of the Modoc Tribe of Oklahoma. 25 U.S.C. 479a, 79 F.R. 19, 4748 (January 28, 2014).

As a tribal government, the Modoc Tribe has interests in assuring that lending practices are regulated for the protection of the consumer as well as the industry. Please be advised that it is regulated by the laws of the Modoc Tribe of Oklahoma.

Red Cedar d/b/a 500FastCash maintains no business locations within the State of Vermont, and all loan transactions apply the jurisdiction of, and are regulated by, the Modoc Tribe of Oklahoma. Moreover, as a subdivision of a federally-recognized Indian tribe, Red Cedar d/b/a 500FastCash is not subject to state process or suit based upon well-established principles of tribal sovereignty recognized as a matter of federal law. *People v. Miami Nation Enterprises*, B242644, 2014 WL 216318 (Cal. Ct. App. Jan. 21, 2014); *Kiowa Tribe of Oklahoma v. Mfg. Technologies Inc.*, 523 U.S. 751, 754 (1998).

State of Vermont  
Office of the Attorney General  
Attn: Justin Kolber  
Assistant Attorney General  
May 6, 2014  
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Nonetheless, the Modoc Tribe has an interest in resolving your complaint. The Modoc Tribe of Oklahoma is interested in establishing a government-to-government protocol for the handling of future matters such as this one. Should your office wish to discuss this further, please contact me at your convenience.

Thank you for bringing this matter to my attention, and please direct any further communications to the Modoc Tribe of Oklahoma and/or Red Cedar d/b/a 500FastCash to me at the address above.

Sincerely,

A handwritten signature in black ink, appearing to read "Conly J. Schulte". The signature is fluid and cursive, with a long horizontal stroke at the end.

Conly J. Schulte

CJS/hp  
cc: Red Cedar Services

May 14, 2014

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Justin Kolber  
Assistant Attorney General  
Office of the Attorney General  
109 State Street  
Montpelier, VT 05609

*Re: Response to Correspondence Dated April 22, 2014 Regarding Gentle Breeze*

Dear Mr. Kolber:

This law firm represents La Posta Tribal Lending Enterprise, which owns and operates Gentle Breeze. We are in receipt of correspondence from your office dated April 22, 2014 regarding Gentle Breeze. Please be advised that Gentle Breeze is a company that is wholly owned and operated by the La Posta Band of Diegueno Mission Indians, a federally recognized Indian tribe (the "Tribe").

Please be further advised that neither Gentle Breeze nor the Tribe has waived or intends to waive its sovereign immunity from suit. Nothing contained herein is intended, or shall be construed as, an admission or waiver of any rights that Gentle Breeze and the Tribe have, all of which are expressly reserved.

As a federally recognized tribe, neither the Tribe nor Gentle Breeze is subject to state regulatory laws. As you are undoubtedly aware, there is long-standing federal common law doctrine recognizing the inherent sovereignty of American Indian tribes.<sup>1</sup> Under the doctrine of tribal sovereign immunity, an Indian tribe is subject to suit only where Congress has authorized the suit or the tribe has expressly and unequivocally waived its immunity.<sup>2</sup> This immunity applies without distinction to Tribal governmental and commercial activity conducted both on- and off- the reservation, and is shared with economic enterprises of the Tribe.<sup>3</sup>

<sup>1</sup> See, e.g., *Johnson v. M'Intosh*, 21 U.S. 543 (1823); *Three Affiliated Tribes of Ft. Berthold Reservation v. Wold Eng'g*, 476 U.S. 877 (1986).

<sup>2</sup> *Kiowa Tribe of Oklahoma v. Mfg. Techs.*, 523 U.S. 751, 754 (1998).

<sup>3</sup> *Ameriloan v. Superior Court*, 86 Cal.Rptr.3d 572 (Cal. Ct. App. 2009); *Cash Advance and Preferred Cash Loans v. State*, 242 P.3d 1099, 1102 (Colo. 2010); see also *Allen v. Gold Cnty. Casino*, 464 F.3d 1044, 1046 (9th Cir. 2006).

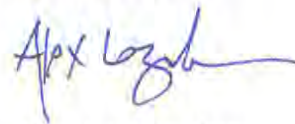
United States Supreme Court precedent makes clear that tribal sovereign immunity applies to (and trumps) state enforcement actions.<sup>4</sup> This includes immunity to state investigative subpoena enforcement actions and judicial enforcement of state investigatory actions with respect to alleged violations of state law.<sup>5</sup> State courts have, in fact, recognized the application of tribal sovereign immunity to the commercial activities of a tribe's for-profit online consumer lending business.<sup>6</sup> Similarly, Gentle Breeze, operating as an economic arm of the Tribe, is immune from any regulatory enforcement actions brought under any state law, including the laws of the State of Vermont.<sup>7</sup>

As an entity operating under a license issued by the Tribe's Lending Regulatory Commission ("the Commission"), Gentle Breeze is subject to the Commission's enforcement authority, and is therefore duty-bound to conduct business in a responsible manner and in accordance with Tribal law and applicable federal consumer protection laws. To that end, Gentle Breeze maintains its own mechanism and procedure for the handling of consumer complaints. Consumer complaints may be directed to Gentle Breeze by email or to the Customer Support Hotline. At that point, Gentle Breeze's representatives contact the consumer to resolve the matter. Accordingly, it is inappropriate that the State exercise jurisdiction over either the customer complaint or Gentle Breeze.

We thank you for your inquiry and hope that the information we have provided is helpful. As mentioned above, nothing in this letter may be construed as a waiver of the Tribe's or of Gentle Breeze's sovereign immunity, as this letter merely serves as a voluntary response to your April 22, 2014 correspondence.

Sincerely,

ROSETTE, LLP



Alex Lozada, Esq.

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<sup>4</sup> *Kiowa*, 523 U.S. at 755 (1998); *Oklahoma Tax Comm'n v. Potawatomi Tribe*, 498 U.S. 505 (1991) (noting alternatives to state enforcement actions, including, inter alia, negotiating inter-governmental agreements); *Puyallup Tribe, Inc. v. Dep't of Game*, 433 U.S. 165, 173 (1977) (vacating a state court order that directed the Puyallup Tribe to provide information regarding its members' off-reservation fishing activities on sovereign immunity grounds).

<sup>5</sup> *Cash Advance*, 242 P.3d at 1102 (Colo. 2010).

<sup>6</sup> *Ameriloan*, 86 Cal.Rptr.3d at 581-84 (holding that a tribally-owned payday lending company was entitled to tribal sovereign immunity and not subject to California laws).

<sup>7</sup> *Kiowa*, 523 U.S. at 754 (1998); accord *High Desert Recreations Inc. v. Pyramid Lake of Paiute Indians*, 341 F. App'x 325, 327 (9th Cir. 2009); *Cohen v. Little Six, Inc.*, 543 N.W.2d 376, 381 (Minn. Ct. App. 1996), decision aff'd, 561 N.W.2d 889 (Minn. 1997); *Gayle v. Little Six, Inc.*, 555 N.W.2d 284, 294 (Minn. 1996) (holding that tribal business entity organized for the general benefit of the Community and closely linked to the governing structure of the Community is entitled to sovereign immunity from civil action in state court).

May 14, 2014

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Justin Kolber  
Assistant Attorney General  
Office of the Attorney General  
109 State Street  
Montpelier, VT 05609

*Re: Response to Correspondence Dated April 22, 2014 Regarding Big Eye Lending*

Dear Mr. Kolber:

This law firm represents Big Eye Lending ("Big Eye"). I am in receipt of your correspondence dated April 22, 2014. The purpose of this correspondence is to notify your office that Big Eye is an entity that is wholly owned and operated by the Big Valley Band of Pomo Indians of the Big Valley Rancheria, a federally recognized Indian Tribe (the "Tribe").

The Tribe's regulatory entity, the Tribal Financial Services Regulatory Authority (the "Authority"), is authorized pursuant to Tribal law to exercise jurisdiction over the Tribe's consumer finance service activities. Such jurisdiction includes proper oversight and enforcement of the Tribe's laws, including the Tribe's Consumer Financial Services Regulatory Authority Ordinance (the "Ordinance"), as well as applicable federal consumer protection laws.

As an entity operating under a licensee issued by the Authority, Big Eye is subject to the Authority's enforcement, and is therefore duty-bound to conduct business in a responsible manner and in accordance with Tribal law and applicable federal consumer protection laws. To that end, Big Eye maintains its own mechanism and procedure for the handling of consumer complaints. Accordingly, it is neither necessary nor appropriate for Big Eye to provide the Vermont Attorney General's Office with any detailed information regarding its lending operations. As a showing of good faith, however, we will advise you that Big Eye currently has no loans in Vermont and has not loaned in Vermont since September 2013.

Please contact me at the telephone number provided herein with any questions regarding this matter, and please direct all future correspondence pertaining to the Tribe or to Big Eye to my attention.

Nothing contained herein is intended, or shall be construed as, an admission or waiver of any rights that Big Eye and the Tribe have, all of which are expressly reserved.

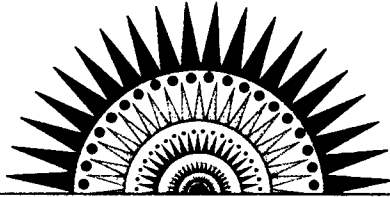
Sincerely,

ROSETTE, LLP

A handwritten signature in blue ink that reads "Alex Lozada". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Alex Lozada, Esq.





**FREDERICKS PEEBLES & MORGAN LLP**  
ATTORNEYS AT LAW

**CONLY J. SCHULTE**  
1900 Plaza Drive  
Louisville, CO 80027  
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E-Mail: [cschulte@ndnlaw.com](mailto:cschulte@ndnlaw.com)  
[www.ndnlaw.com](http://www.ndnlaw.com)

May 21, 2014

State of Vermont  
Office of the Attorney General  
Attn: Justin Kolber  
Assistant Attorney General  
109 State Street  
Montpelier, VT 05609-1001

Re: MNE

Dear Mr. Kolber:

As legal counsel for MNE Services, I am writing in response to your letter of April 22, 2014, regarding alleged unlicensed payday lending activities in Vermont. MNE Services ("MNE") is a wholly owned arm of the Miami Tribe of Oklahoma, a federally-recognized Indian Tribe located on Indian lands in the State of Oklahoma. 25 U.S.C. 479a, 79 F.R. 19, 4748 (January 28, 2014).

As a tribal government, the Miami Tribe has interests in assuring that lending practices are regulated for the protection of the consumer as well as the industry. Please be advised that MNE is regulated by the laws of the Miami Tribe of Oklahoma.

MNE maintains no business locations within the State of Vermont, and all loan transactions apply the law and jurisdiction of, and are regulated by, the Miami Tribe of Oklahoma. Moreover, as a subdivision of a federally-recognized Indian tribe, MNE is not subject to state process or suit based upon well-established principles of tribal sovereignty recognized as a matter of federal law. *People v. Miami Nation Enterprises*, B242644, 2014 WL 216318 (Cal. Ct. App. Jan. 21, 2014); *Kiowa Tribe of Oklahoma v. Mfg. Technologies Inc.*, 523 U.S. 751, 754 (1998); *Wright v. Colville Tribal Enterprise Corp.*, 159 Wash.2d 108 (2006).

State of Vermont  
Office of the Attorney General  
Attn: Justin Kolber  
Assistant Attorney General  
May 21, 2014  
Page 2

Nonetheless, the Miami Nation has an interest in working with your office on a government-to-government basis to resolve any consumer complaints that your office may have received. Accordingly, the Miami Nation asks that you engage in formal consultation to resolve any pending issues. Please contact me at your earliest convenience at (303) 673-9600 or [cschulte@ndnlaw.com](mailto:cschulte@ndnlaw.com) to discuss this matter further.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Conly Schulte". The signature is fluid and cursive, with a large initial "C" and a long, sweeping underline.

Conly J. Schulte

CJS/hp  
cc: MNE Services



May 22, 2014

**VIA E-MAIL (jkolber@atg.state.vt.us)**  
**AND FIRST-CLASS MAIL**

Justin Kolber  
Assistant Attorney General  
Vermont Attorney General's Office  
109 State Street  
Montpelier, VT 05609

*Re: Disparity in Position Towards Tribal Lending Entities Between the Vermont Attorney General's Office and the Department of Financial Regulation*

Dear Mr. Kolber:

I write to you in my capacity as the Executive Director of the Native American Financial Services Association ("NAFSA"), an intertribal association of several tribes that work together to protect and preserve the right of tribes to engage in e-commerce financial services. NAFSA officials met with representatives from your office and from the Department of Financial Regulation (the "Department") on April 16, 2014, to discuss several matters regarding tribal lending. We appreciate your willingness to work cooperatively with us and maintain an open dialogue since our April meeting.

I have recently been made aware, however, that the Department has recently issued at least one cease and desist letter to a lending entity that is wholly owned and operated by a NAFSA member tribe, and I have also learned that there is a pending lawsuit filed by your office against a former vendor for at least two NAFSA member tribes. Unfortunately, it appears that your office and the Department are acting in a way that is inconsistent with the message that has been conveyed to NAFSA by your office. If your position is that you will continue to work cooperatively with us, I respectfully request that you convey this to the Department and make them aware that their actions may have unintended consequences for tribal lending entities and their service providers.

In addition, we continue to await correspondence from your office outlining your suggestion for a more permanent resolution of the issues discussed on April 25, 2014, regarding the "unlicensed lender" list on your website.

Thank you for your attention to this important matter. Please contact me at (703) 362-0366 if you have any questions or concerns.

Sincerely,

NATIVE AMERICAN FINANCIAL SERVICES  
ASSOCIATION

Barry Brandon, Esq.



October 22, 2014

**VIA EMAIL (jkolber@atg.state.vt.us)**  
**AND CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Mr. Justin Kolber  
Assistant Attorney General  
Office of the Attorney General  
109 State Street  
Montpelier, VT 05609

**Re: Response to Correspondence dated, July 28, 2014**

Dear Mr. Kolber:

I am in receipt of your correspondence dated July 28, 2014. At the outset, on behalf of the Native American Financial Services Association (“NAFSA”), I want to thank you for meeting with NAFSA representatives and tribal leadership earlier this year. We are committed to establishing and fostering a strong relationship between NAFSA member tribes and the State of Vermont, as we believe that such a relationship would prove beneficial to all involved. We further believe that that continued consultation would go a long way towards cultivating and reinforcing a productive and cooperative government-to-government relationship.

After much discussion, NAFSA and its member tribes have determined that they cannot agree to the specific terms of your offer of resolution at this time. However, NAFSA remains interested in establishing and developing a collaborative process as discussed at our April meeting—specifically, a mutually agreeable protocol that ensures that Vermont resident consumers are adequately protected, while simultaneously respecting NAFSA member tribes’ sovereignty and right to economic development and self-sufficiency.

As you may be aware, the United States Circuit Court of Appeals for the Second Circuit recently issued an important decision in *Otoe-Missouria Tribe of Indians, et. al. v. New York State Department of Financial Services, et. al.*, No. 13-3769-cv (2d. Cir. October 1, 2014),<sup>1</sup> a case which we briefly discussed at our April meeting while the decision was still pending. In its

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<sup>1</sup> In this case, the Second Circuit affirmed the lower court’s denial of the Tribes’ request for a preliminary injunction against the State of New York. However, this affirmation was based on the fact that the evidentiary record was “murky.” Instead, the court stated that the state’s arguments “rest[ed] on uncertain factual premises” and that the tribes’ arguments regarding the lack of state regulatory authority “may be right . . . .” Op. at 32; 13-14. Significantly, the Second Circuit negated the district court’s ruling that the loans take place off-reservation, finding that “[n]either our court nor the Supreme Court has confronted a hybrid transaction like the loans at issue here, e-commerce that straddles borders and connects parties separated by hundreds of miles. . . . A court might ultimately conclude that . . . the transaction being regulated by New York could be regarded as on-reservation, based on the extent to which one side of the transaction is firmly rooted on the reservation.” Op. at 26.

opinion, the Court recognized that tribes have a significant interest in online lending businesses pursuant to tribal law<sup>2</sup> and that federal and tribal interests are aligned in matters of tribal economic development.<sup>3</sup> In sum, there are important tribal interests involved in this area of e-commerce, and it would be beneficial to all parties involved if NAFSA member tribes and the State of Vermont could work towards developing a collaborative, mutually agreeable process.

To that end, we respectfully request a second meeting with your office to determine next steps and to make further progress in achieving a mutually beneficial, government-to-government process. I will be following this letter with a telephone call to discuss both the scheduling of this meeting and how we can make it most productive for all involved. In the meantime, please do not hesitate to contact me directly with any questions or concerns.

Sincerely,

NATIVE AMERICAN FINANCIAL SERVICES  
ASSOCIATION

A handwritten signature in purple ink, appearing to read "Barry Brandon", with a long horizontal flourish extending to the right.

Barry Brandon, Executive Director

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<sup>2</sup> Op. at 16 (“[t]he tribes are independent nations, and New York’s regulatory efforts may hinder the tribes’ ability to provide for their members and manage their own internal affairs”).

<sup>3</sup> Op. at 20 (noting that the Supreme Court has long recognized that the federal government and tribes have a “shared commitment to the continued growth and productivity” of tribal businesses).

December 31, 2014

**VIA E-MAIL**  
**and VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

Justin Kolber  
Assistant Attorney General  
Office of the Attorney General  
109 State Street  
Montpelier, VT 05609

**Re: New List of “Unlicensed Lenders”**

Dear Mr. Kolber:

I write on behalf of the Otoe-Missouria Tribe of Indians, a federally recognized Indian tribe (“Tribe”), which wholly owns, operates and regulates American Web Loan, Inc., Clear Creek Lending, and Great Plains Lending, LLC. The purpose of this letter is to address the “List of Unlicensed Lenders” recently prepared and published by your office, attached herein.

As you recall, on April 16, 2014, the Tribe, through its designated representatives, traveled to Vermont to meet with you and your colleagues to express the Tribe’s sincere desire to establish a productive and mutually beneficial government to government relationship with the state of Vermont. As expressed at this meeting, the Tribe shares with Vermont the goals of consumer fairness and protection, as demonstrated by its stringent regulation of the Tribe’s online financial service activities.

Shortly after this meeting, your office demonstrated a good faith effort toward establishing a cooperative government to government relationship with the Tribe by promptly modifying the “List of Unlicensed Lenders” (the “List”) to include a distinction for wholly owned and operated tribal entities—similar to the Tribe’s entities—which are licensed and regulated pursuant to tribal law.<sup>1</sup> However, we understand that the List was subsequently modified in November of 2014 to remove the distinguishing feature and language for wholly owned tribal entities—including the Tribe’s entities—despite their unique sovereign status. The List was further modified to include a new column of “state(s) where [the] lender is not in compliance with lending laws” (the “Modified List”). We are concerned that this unsubstantiated column of information included in the Modified List was done so without consultation with the Tribe. Equally concerning is the fact that this Modified List was issued to

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<sup>1</sup> Specifically, the wholly-owned tribal entities were distinguished with an asterisk indicating that those lenders “claim exemption from Vermont lending laws based on lawful operation of a tribal lending enterprise in full compliance with all applicable tribal and federal lending laws.”

Justin Kolber  
December 31, 2014  
Page 2 of 2

many third-party companies (along with a cover letter from your office), including website providers such as Google, Inc. Such actions could very negatively impact the Tribe's businesses, despite the fact that these are regulated businesses acting in accordance with both Tribal and federal consumer protection laws.

Unfortunately, based on the progress that we thought was made resulting from your meeting with the Tribal leadership, as well as our subsequent discussions, we now believe this Modified List reflects a step *backward* in Vermont's efforts to establish a cooperative government to government relationship with the Tribe. We are hopeful that this is not consistent with your office's intentions, as previously expressed. We therefore request that a meeting be scheduled at your earliest convenience to discuss how to best resolve this matter to the mutual satisfaction of the parties involved.

We appreciate your prompt attention to this important matter and request that you contact my office at (480) 240-0238 at your earliest convenience to schedule a meeting with the Tribe. We thank you in advance for your anticipated cooperation.

Sincerely,

ROSETTE, LLP

A handwritten signature in black ink, appearing to read "Saba Bazzazieh". The signature is fluid and cursive.

Saba Bazzazieh

Enclosure



	A	B	C	D	E
	<b>State List of Unlicensed Lenders -- November 2014</b>				
1	Prepared by the Vermont Attorney General's Office in consultation with other states, this list includes money lenders that failed to comply with one or more state lending laws (each state is indicated in Column "E"). However, excluding the states in Column E does not mean that the lender is in compliance with those other states' laws.				
2					
	<b>Lender Name</b>	<b>D.B.A / Known Affiliations</b>	<b>Date Added</b>	<b>Current Known Website</b>	<b>State(s) where lender is not in compliance with lending laws</b>
3					
4	123 Wages		September 16, 2014		Missouri
5	1800899cash		March 3, 2014		Vermont, Arkansas, Missouri
6	200cash.com		March 3, 2014		Vermont, Missouri
7	A-1 Premium Budget, Inc.	Cash in a Wink	March 3, 2014	<a href="http://www.cashinawink.com/Login.aspx">http://www.cashinawink.com/Login.aspx</a>	Vermont, California, Missouri
8	AALM Consulting Services, Ltd.		June 30, 2014	<a href="http://aalm-consulting-services.aronzone.com/">http://aalm-consulting-services.aronzone.com/</a> <a href="https://multiloansource.net">https://multiloansource.net</a>	Vermont, Arkansas, California
9	ABC Payday Loan		March 3, 2014		Vermont, Missouri
10	ABCWages.com		March 3, 2014	<a href="http://www.abcwages.com/">http://www.abcwages.com/</a>	Vermont
11	Aboriginal GR Enterprises	Sign My Loan	July 7, 2014	<a href="http://signmyloan.net">http://signmyloan.net</a>	Arkansas
12	Absolute Financial, LLC		September 16, 2014		Missouri
13	ACE Advantage Loan		June 30, 2014	<a href="https://www.advantagcashservices.com/">https://www.advantagcashservices.com/</a>	New Mexico, Vermont, Missouri
14	Advance America Cash Advance (or Services)		September 16, 2014		Missouri

A	B	C	D	E
Lender Name	D.B.A / Known Affiliations	Date Added	Current Known Website	State(s) where lender is not in compliance with lending laws
3				
15	(Affiliated with Rosebud Sioux Tribe) / Nationwide Cash / Rosebud Lending AMT /	June 8, 2014	<a href="https://advancemetoday.com">https://advancemetoday.com</a>	Colorado, Arkansas, Missouri
16	Advanced Payday	September 16, 2014	<a href="http://www.2000loan.net">http://www.2000loan.net</a>	Missouri
17	Affordable Loan Services	June 8, 2014	<a href="https://www.affordableloanservices.com">https://www.affordableloanservices.com</a>	Colorado
18	Alliance Online	September 16, 2014	Missouri	Missouri
19	American Cash	September 16, 2014	Missouri	Missouri
20	American Credit Line	June 8, 2014	<a href="https://americancreditline.com">https://americancreditline.com</a>	Colorado
21	American Web Loan, Inc.	March 3, 2014	<a href="https://www.americanwebloan.com/">https://www.americanwebloan.com/</a>	Vermont, Colorado, Missouri, Connecticut
22	AmeriCash Loans	September 16, 2014	Missouri	Missouri
23	Anasazi Group LLC	September 19, 2014	California	California
24	Apollo Marketing	March 3, 2014	<a href="http://www.officialpaydayloan.com">http://www.officialpaydayloan.com</a>	Vermont
25	Archer Direct	September 16, 2014	Missouri	Missouri
26	Archstone Solutions	September 16, 2014	Missouri	Missouri
27	Arrow Credit Line	June 8, 2014	<a href="https://arrowcreditline.com">https://arrowcreditline.com</a>	Colorado
28	Arrow One Lending	June 8, 2014	<a href="https://www.arrowonelending.com">https://www.arrowonelending.com</a>	Colorado
29	Arrowhead Investments, Inc.	July 7, 2014	<a href="http://arrowheadinvestment.com">http://arrowheadinvestment.com</a>	Arkansas, Missouri, Connecticut
30	Atlas Mediation	September 16, 2014	Missouri	Missouri
31	Atlas Money Online	September 16, 2014	Missouri	Missouri
32	Audobon Financial Bureau	September 16, 2014	Missouri	Missouri
33	Avantis Financial, LLC	March 3, 2014	<a href="http://www.paydayyos.com">www.paydayyos.com</a>	Vermont, California

	A	B	C	D	E
	Lender Name	D.B.A / Known Affiliations	Date Added	Current Known Website	State(s) where lender is not in compliance with lending laws
3					
34	Barrett & Associates		June 30, 2014	<a href="http://www.barrettrecovery.com">http://www.barrettrecovery.com</a>	New Mexico
35	Bayside Cash	(Affiliated with Oglala Sioux Tribe)	June 8, 2014	<a href="http://baysidecash.com">http://baysidecash.com</a>	Colorado
36	Bayside Loans		September 16, 2014		Missouri
37	Bear Paw Finance	(Affiliated with Chippewa Cree Tribe of the Rocky Boy's Indian Reservation) / Plain Green Loans	March 3, 2014	<a href="http://www.bearpawcash.com/">http://www.bearpawcash.com/</a>	Vermont, Colorado, Arkansas, Missouri
38	Best Choice 123	(Affiliated with Guidiville Band of Pomo Indians)	June 8, 2014	<a href="https://bestchoice123.com">https://bestchoice123.com</a>	Colorado
39	Big Eye Lending	(Affiliated with Big Valley Band of Pomo Indians of the Big Valley Rancheria)	March 3, 2014	<a href="http://bigye.lending.com">http://bigye.lending.com</a>	Vermont, Colorado
40	Big Valley Financial	(Affiliated with Big Valley Band of Pomo Indians of the Big Valley Rancheria)	June 8, 2014	<a href="https://www.bigvalleyfinancial.com">https://www.bigvalleyfinancial.com</a>	Colorado
41	Black Bear Advance	(Affiliated with Resighini Rancheria)	June 8, 2014	<a href="https://blackbearadvance.com">https://blackbearadvance.com</a>	Colorado
42	Black Pine Lending	(Affiliated with Sokaogon Chippewa Community of Mole Lake Wisconsin)	June 8, 2014	<a href="https://www.blackpinelending.com">https://www.blackpinelending.com</a>	Colorado
43	Blue Chip Financial	(Affiliated with Tuttle Mountain Band of Chippewa Indians of North Dakota) / Spotloan.com	March 3, 2014	<a href="https://www.spotloan.com/">https://www.spotloan.com/</a>	Vermont, Colorado, Arkansas, Connecticut, Missouri
44	Blue King Payday Loans	(Affiliated with Picaayune Rancheria of the Chukchansi Indians)	June 8, 2014	<a href="https://blueking.com">https://blueking.com</a>	Colorado
45	Blue Sky Financial	Extra Funds, LLC	March 3, 2014	<a href="http://blueskyveloan.com/">http://blueskyveloan.com/</a>	Vermont
46	Blue Star Results, Inc		March 3, 2014		Vermont
47	Blue Thread Lending	(Affiliated with Fort Fort Belknap Indian Tribe of Montana)	June 8, 2014		Colorado
48	BMG Payday Loan		September 16, 2014		Missouri

	A	B	C	D	E
	Lender Name	D.B.A / Known Affiliations	Date Added	Current Known Website	State(s) where lender is not in compliance with lending laws
3					
49	Boulevard Cash	(Affiliated with Oglala Sioux Tribe)	June 8, 2014	<a href="https://www.blvdcash.com">https://www.blvdcash.com</a>	Colorado New Mexico
50	Bourne Capital 2		June 30, 2014		
51	Bright Day Loans	(Affiliated with United Keetoowah Band of Cherokee Indians of Oklahoma)	June 8, 2014	<a href="http://www.brightdayloans.com">http://www.brightdayloans.com</a>	Colorado
52	Bright Star Cash	(Affiliated with Lac Du Flambeau Band of Chippewa Indians)	June 8, 2014	<a href="https://www.brightstarcash.com">https://www.brightstarcash.com</a>	Colorado
53	Brighton FNL LLC		September 19, 2014	<a href="http://www.brightonfml.com">www.brightonfml.com</a>	California
54	BS Financial, Inc.		March 3, 2014	<a href="http://paydayaccelerated.com/">http://paydayaccelerated.com/</a>	Vermont
55	Cafe Fone		September 16, 2014		Missouri
56	Camosun Financial Services	EasyCashOnlineStore.com	September 16, 2014	<a href="http://www.easycashonlinestore.com">www.easycashonlinestore.com</a>	Missouri, California
57	Canyon Creek Management, LLC		March 3, 2014		Vermont
58	Capital Advance Capitol Payday		September 16, 2014		Missouri
59	Cardinal Management		September 16, 2014		Missouri, Connecticut
60	Cash Advance	(Affiliated with Ute Indian Tribe)	June 8, 2014	<a href="https://www.cashadvance.com">https://www.cashadvance.com</a>	Colorado, Missouri
61	Cash Advance / Cash Advance America		September 16, 2014		Missouri
62	Cash Advance Now	(Affiliated with Fort Fort Belknap Indian Tribe of Montana)	June 8, 2014	<a href="https://cashadvancenow.com">https://cashadvancenow.com</a>	Colorado
63	Cash Advance Payday Loan		September 16, 2014		Missouri
64	Cash Cure, LLC		March 3, 2014	<a href="http://cash-cure-llc-loan.arizona.com/">http://cash-cure-llc-loan.arizona.com/</a> <a href="http://www.cashcure.com">www.cashcure.com</a>	Vermont, Arkansas, Missouri, California
65	Cash Fairy	(Affiliated with Fort Fort Belknap Indian Tribe of Montana) / Clearwater Lending, LLC	June 8, 2014	<a href="http://www.cashfairy.com">http://www.cashfairy.com</a>	Colorado, Arkansas

A	B	C	D	E
Lender Name	D.B.A. / Known Affiliations	Date Added	Current Known Website	State(s) where lender is not in compliance with lending laws
3 Cash Jar		March 3, 2014	<a href="https://www.cashjar.com/Default.aspx">https://www.cashjar.com/Default.aspx</a>	Vermont, Missouri, California, Arkansas
66 Cash Net Marketing		September 16, 2014		Missouri
68 Cash Payday Loan		September 16, 2014	<a href="http://cashpaydayloan.com">cashpaydayloan.com</a>	Missouri
69 Cash Supply		March 3, 2014	<a href="http://cashsupplyloans.com/">http://cashsupplyloans.com/</a>	Vermont
70 Cash Today		September 16, 2014		Missouri
71 Cash Tree and Instant Cash USA		September 16, 2014		Missouri
72 Cash Web		March 3, 2014		Vermont
73 Cash Yes	Cashyes.com	July 7, 2014	<a href="http://www.cashyes.com">http://www.cashyes.com</a>	Arkansas, Missouri, California
74 CashCall, Inc.	Western Sky Financial, LLC / Payday Financial, LLC / Delbert Services Corporation / WS Funding, LLC / Martin A. Webb / J. Paul Reddam	March 3, 2014	<a href="http://www.cashcallmortgage.com">www.cashcallmortgage.com</a> <a href="http://www.cashcall.com">www.cashcall.com</a>	Vermont, Arkansas, Connecticut, Missouri, Colorado
75 Cashlink USA		March 3, 2014		Vermont
76 cashloan.com		September 16, 2014		Missouri
77 Check Advances USA	(Affiliated with Oglala Sioux Tribe)	June 8, 2014	<a href="http://checkadvancesusa.net">http://checkadvancesusa.net</a>	Colorado
78 Check Express.com, Inc.		March 3, 2014	<a href="http://www.paydayloantoday.com/">http://www.paydayloantoday.com/</a>	Vermont
79 CK Marketing		September 16, 2014		Missouri
80 Classic Group,Biz		September 16, 2014		Missouri
81 Clear Creek Lending	(Affiliated with Oroe-Missouria Tribe of Indians)	June 8, 2014	<a href="https://www.clearcreeklending.com">https://www.clearcreeklending.com</a>	Colorado, Missouri

A	B	C	D	E
Lender Name	D.B.A. / Known Affiliations	Date Added	Current Known Website	State(s) where lender is not in compliance with lending laws
3				
82	Clear Loan Solutions (Affiliated with Big Lagoon Rancheria Band of Yurok and Tolowa Indians of the Big Lagoon Rancheria)	June 8, 2014	<a href="https://www.clear-loans.com">https://www.clear-loans.com</a>	Colorado
83	Cloud 9 Marketing, LLC	September 19, 2014	<a href="https://cloud9mktg.com">https://cloud9mktg.com</a>	California
84	CMG Group, LLC	September 16, 2014		Missouri
85	Consolidated Mediation	June 30, 2014		New Mexico
86	Consultant Finance Group	September 16, 2014		Missouri
87	Consumer Payday Loans.com	September 16, 2014	<a href="http://consumerpaydayloans.com">consumerpaydayloans.com</a>	Missouri
88	County Check Services	March 3, 2014		Vermont
89	Cover Me Cash (Mandan, Hidatsa, and Arikara Nation—The Three Affiliated Tribes of the Fort Berthold Reservation)	June 8, 2014	<a href="https://covermecash.com">https://covermecash.com</a>	Colorado
90	CWB Services, LLC d/b/a Clearwater Bay Marketing	September 16, 2014		Missouri, Arkansas
91	D & K Finance	September 16, 2014		Missouri
92	Discount Advances	September 16, 2014	<a href="http://discountadvances.com">discountadvances.com</a>	Missouri, California
93	DJR Group, LLC SSM Group, LLC / Hydra Fund III / DJR Services, LLC / Hydra Financial Limited Fund II	March 3, 2014	<a href="http://www.hydrfundiii.org/">http://www.hydrfundiii.org/</a>	Vermont, Missouri, Connecticut
94	E Cash Advance (Affiliated with Guidiville Band of Pomo Indians)	June 8, 2014	<a href="https://ecashadvance.com">https://ecashadvance.com</a>	Colorado
95	East Side Lenders, LLC Eastside Lenders	March 3, 2014	<a href="https://www.eastlenders.com/">https://www.eastlenders.com/</a>	Vermont, Missouri, California
96	Eastern Jackson County Pawn and Title Loans	September 16, 2014		Missouri
97	Easy Cash (Affiliated with Oglala Sioux Tribe) d/b/a	September 16, 2014		Missouri
98	Easy Cash Online Store EasyCashOnlineStore.com	June 8, 2014	<a href="https://easycashonlinestore.com">https://easycashonlinestore.com</a>	Colorado, California

	A	B	C	D	E
	Lender Name	D.B.A / Known Affiliations	Date Added	Current Known Website	State(s) where lender is not in compliance with lending laws
3					
99	Easyloan Financial		September 16, 2014		Missouri
100	Emergent Funding, LLC		September 16, 2014		Missouri
101	EP Processing		September 16, 2014		Missouri
102	E-payday Loan		September 16, 2014		Missouri
103	Equitable Acceptance Corporation		September 16, 2014		Missouri
104	Exist Cash		September 16, 2014		Missouri
105	Expert Financial Services, Inc.		September 16, 2014		Missouri
106	Extra Funds Cash	(Affiliated with Fort Fort Belknap Indian Tribe of Montana)	June 8, 2014	<a href="http://extrafundscash.com">http://extrafundscash.com</a>	Colorado
107	E-Z Cash Financial		June 30, 2014		New Mexico
108	EZ Payday Cash Net		September 16, 2014		Missouri
109	EZ Payday Loans		July 7, 2014	<a href="http://ezpaydaycash.com">http://ezpaydaycash.com</a>	Arkansas
110	Fast & Reliable Cash Advance, LLC		March 3, 2014		Vermont
111	Fast Money Store	(Affiliated with Oglala Sioux Tribe)	June 8, 2014	<a href="http://fastmoneystore.net">http://fastmoneystore.net</a>	Colorado
112	FastCash		March 3, 2014	<a href="http://www.fastcash.org/fast-payday-loans.php">http://www.fastcash.org/fast-payday-loans.php</a>	Vermont, Missouri
113	Fastcash2u	(Affiliated with Fort Fort Belknap Indian Tribe of Montana)	June 8, 2014	<a href="https://www.fastcash2u.com">https://www.fastcash2u.com</a>	Colorado
114	Fastloan4me.com	FastLoanFast.com / Loan4uToday	March 3, 2014	<a href="http://loan4utoday.com">Loan4utoday.com</a>	Vermont, Missouri
115	Federal Check Processing		September 16, 2014		Missouri
116	Federated Financial Services, Ltd	Pay Day Nation	September 19, 2014	<a href="http://paydaynation.com">http://paydaynation.com</a>	California
117	Ferguson Mutual Financing		September 16, 2014		Missouri
118	Fireside Cash	(Affiliated with Oglala Sioux Tribe)	June 8, 2014	<a href="https://www.firesidecash.com">https://www.firesidecash.com</a>	Colorado
119	Flobridge	Flobridge Group, LLC	July 7, 2014	<a href="http://www.flobridge.com">http://www.flobridge.com</a>	Arkansas, California, Missouri

	A	B	C	D	E
	Lender Name	D.B.A / Known Affiliations	Date Added	Current Known Website	State(s) where lender is not in compliance with lending laws
3					
120	Frontier Financial Group		March 3, 2014		Vermont
121	Funded Payday Loans		September 16, 2014	<a href="http://fundedpayday.com">fundedpayday.com</a>	Missouri
122	Galaxy Marketing, Inc.		July 7, 2014	<a href="http://galaxymktginc.com">http://galaxymktginc.com</a>	Arkansas, Missouri
123	Gallery Cash Now	(Affiliated with Guidiville Band of Pomo Indians)	June 8, 2014	<a href="https://gallerycashnow.com">https://gallerycashnow.com</a>	Colorado
124	Global Payday Loan, LLC	Payday Loan Yes	March 3, 2014	<a href="http://www.onlineeasyapprovipay.com">www.onlineeasyapprovipay.com</a> <a href="http://www.Payday-Loan-Yes.com">www.Payday-Loan-Yes.com</a> <a href="http://paydayloanyes.com">paydayloanyes.com</a>	Vermont, California, Missouri
125	Goldline Funding Group, LLC		March 3, 2014		Vermont
126	Government Employees Credit Center, Inc. (GECC)	Cash Direct Express	March 3, 2014	<a href="http://cashdirectexpress.com">cashdirectexpress.com</a>	Vermont, Missouri, Arkansas
127	Great Eagle Lending	(Affiliated with Big Valley Band of Pomo Indians of the Big Valley Rancheria)	June 8, 2014	<a href="https://greateaglelending.com">https://greateaglelending.com</a>	Colorado, Arkansas
128	Great Plains Lending	(Affiliated with Otoe-Missouria Tribe of Indians)	June 8, 2014	<a href="https://www.greatplainslending.com">https://www.greatplainslending.com</a>	Colorado, Arkansas, Missouri, Connecticut
129	Green Corp Cash	(Affiliated with Fort Fort Belknap Indian Tribe of Montana)	June 8, 2014	<a href="https://greencorpcash.com">https://greencorpcash.com</a>	Colorado
130	Green Gate Services	(Affiliated with Big Lagoon Rancheria Band of Yurok and Tolowa Indians of the Big Lagoon Rancheria)	June 8, 2014	<a href="http://greengateservicing.com">http://greengateservicing.com</a>	Colorado
131	Green Pine Lending	(Affiliated with Sokaogon Chippewa Community of Mole Lake Wisconsin)	June 8, 2014	<a href="https://greenpinelending.com">https://greenpinelending.com</a>	Colorado
132	Green Trust Cash	(Affiliated with Fort Fort Belknap Indian Tribe of Montana)	June 8, 2014	<a href="https://www.greentrust.com">https://www.greentrust.com</a>	Colorado



A	B	C	D	E
Lender Name	D.B.A. / Known Affiliations	Date Added	Current Known Website	State(s) where lender is not in compliance with lending laws
3				
133	(Affiliated with Fort Fort Belknap Indian Tribe of Montana)	June 8, 2014	<a href="https://www.greenline loans.com">https://www.greenline loans.com</a>	Colorado
134	H W Capital, LLC	March 3, 2014		Vermont
135	Holiday Group LLC	September 16, 2014		Missouri
136	Huffman Mobile Homes/Mobile Finance	September 16, 2014		Missouri
137	lenderNet	September 16, 2014		Missouri
138	Insta Cash	September 16, 2014		Missouri
139	Instant Cash	March 3, 2014	<a href="http://www.instantcashadvancecorp.com/">http://www.instantcashadvancecorp.com/</a>	Vermont
140	Instant Holdings, LLC	March 3, 2014		Vermont
141	Instant Loans USA	August 25, 2014		Connecticut
142	Integra Financial Services	March 3, 2014		Vermont
143	Integrity Payday Loans, LLC	September 19, 2014	<a href="http://www.iploday.com">www.iploday.com</a>	California, Colorado
144	International Cash Advance	September 16, 2014		Missouri
145	JD Marketing Group, Inc.	September 19, 2014		California
146	Joro Resources, Ltd	July 7, 2014	<a href="http://www.idealgelt.com">http://www.idealgelt.com</a>	Arkansas, California, Missouri
147	Jupiter Funding Group, LLC	March 3, 2014		Vermont
148	Kashia Lending	June 8, 2014	<a href="http://kashialending.com">http://kashialending.com</a>	Colorado
149	Kenwood Services	September 16, 2014		Missouri
150	King Marketing, LLC	July 7, 2014	<a href="http://atair358.binholster.com/vince-enterprise-prestige-group-marketing.html">http://atair358.binholster.com/vince-enterprise-prestige-group-marketing.html</a>	Arkansas, California
151	Kingston Financial	September 16, 2014		Missouri

	A	B	C	D	E
	Lender Name	D.B.A. / Known Affiliations	Date Added	Current Known Website	State(s) where lender is not in compliance with lending laws
3					
152	La Posta Band of Mission Indians (La Posta Tribal Lending Enterprises)	Gentle Breeze / Harvest Moon / Lending Booth	March 3, 2014	<a href="https://www.lendredirect.com/GentleBreezeOnline/pages/login.aspx">https://www.lendredirect.com/GentleBreezeOnline/pages/login.aspx</a>	Vermont, Colorado, Arkansas
153	Lakota Cash		September 16, 2014		Missouri
154	LLS America, LLC		March 3, 2014	<a href="http://www.xispl.com/payday-loan/lls-america-unsecured-short-term-loan.html">http://www.xispl.com/payday-loan/lls-america-unsecured-short-term-loan.html</a>	Vermont, Arkansas, Missouri
155	Loan Company		September 16, 2014		Missouri
156	Loan Point USA	Geneva Roth Ventures	March 3, 2014	<a href="http://www.loanpointusaonline.com">http://www.loanpointusaonline.com</a>	Vermont, Arkansas, Missouri, California
157	Loan Shop Online		September 19, 2014	<a href="http://www.loanshoponline.com">www.loanshoponline.com</a>	California
158	Mack Development Group LLC		September 16, 2014		Missouri
159	Make Cents Inc.	(Mandan, Hidatsa, and Arikara Nation—The Three Affiliated Tribes of the Fort Berthold Reservation)	June 8, 2014	<a href="http://makecentsinc.com">http://makecentsinc.com</a>	Colorado
160	Mambo Cash	Mambocash.com	March 3, 2014	<a href="http://www.mambocash.com">www.mambocash.com</a>	Vermont, California
161	Mars Funding, Inc.		March 3, 2014		Vermont
162	MAXLEND.COM	(Mandan, Hidatsa, and Arikara Nation—The Three Affiliated Tribes of the Fort Berthold Reservation, ND)	October 2, 2014	<a href="https://www.maxlend.com">https://www.maxlend.com</a>	Colorado
163	Mb Marketing, LLC		March 3, 2014		Vermont
164	MBS Loans		September 16, 2014		Missouri
165	Mercury Red, Inc.	QXL Online / QXL Online Payday Loan	March 3, 2014		Vermont, Missouri
166	Mesa Financial, L.C.		March 3, 2014		Vermont

A	B	C	D	E
Lender Name	D.B.A / Known Affiliations	Date Added	Current Known Website	State(s) where lender is not in compliance with lending laws
3 Miami Nation Enterprise	MNE Services, Inc. / Tribal Financial Services / Miami Tribe of Oklahoma / Advanced Cash Services / Ameriloan / Cash Advance / US Fast Cash / United Cash Loans / PayDayMax / USFastCash.com	March 3, 2014	<a href="https://ameriloan.com/">https://ameriloan.com/</a> <a href="http://www.500fastcash.com">www.500fastcash.com</a>	Vermont, Colorado, Arkansas, Connecticut, Missouri
167 Midland Financial		September 16, 2014		Missouri
169 Military Financial		September 16, 2014		Missouri
170 Minute Funds	(Affiliated with Big Lagoon Rancheria Band of Yurok and Tolowa Indians of the Big Lagoon Rancheria)	June 8, 2014	<a href="http://www.minute-funds.com">http://www.minute-funds.com</a>	Colorado
171 Mobile Finance Company		September 16, 2014		Missouri
172 Mobiloans LLC	(Affiliated with Tunica-Biloxi Tribe of Louisiana)	March 3, 2014	<a href="http://www.mobiloans.com/">http://www.mobiloans.com/</a>	Vermont, Colorado, Missouri
173 Money and More		March 3, 2014		Vermont
174 Money By Phone	(Affiliated with Big Lagoon Rancheria Band of Yurok and Tolowa Indians of the Big Lagoon Rancheria)	June 8, 2014	<a href="http://www.moneybyphone.com">http://www.moneybyphone.com</a>	Colorado
175 Money King Loans	(Affiliated with Guidiville Band of Pomo Indians)	June 8, 2014	<a href="https://moneykingloans.com">https://moneykingloans.com</a>	Colorado
176 Money Loans Quick	(Affiliated with Guidiville Band of Pomo Indians)	June 8, 2014	<a href="https://moneyloansquick.com">https://moneyloansquick.com</a>	Colorado
177 Money Management Systems / Pay Me Loans		September 16, 2014		Missouri
178 Money on the Go		September 16, 2014	<a href="http://www.moneyonthego.net">www.moneyonthego.net</a>	Missouri
179 Money Press Financial		September 16, 2014		Missouri
180 MONEY600.com		September 16, 2014		Missouri
181 MoneyMutual.com		September 16, 2014		Missouri
182 Mortgage Express	(Jeff Rothlisberger)	September 16, 2014		Missouri
183 Mount Sion Investment Holdings & Venture		March 3, 2014	<a href="http://www.bestpaytoday.com/#sthash.3wCPrPhs.dpuf">http://www.bestpaytoday.com/#sthash.3wCPrPhs.dpuf</a>	Vermont

A	B	C	D	E
Lender Name	D.B.A. / Known Affiliations	Date Added	Current Known Website	State(s) where lender is not in compliance with lending laws
3				Colorado
184	Mountain Summit Financial (Affiliated with Habematolel Pomo Tribe of Upper Lake, CA)	June 8, 2014	<a href="https://www.mountainsummitfinancial.com">https://www.mountainsummitfinancial.com</a>	Colorado
185	Mountain Top Services, LLC (Affiliated with Modoc Tribal Enterprises)	March 3, 2014	<a href="https://www.mtnlakeservices.com/about.aspx">https://www.mtnlakeservices.com/about.aspx</a>	Vermont
186	MTE Financial Services (Affiliated with Modoc Tribal Enterprises) 1000PaydayCash.com / 500FastCash.com / Nofaxingpaydayloan.com / PaycheckToday.com / Quickstepayloan.com / Rio Resources / Xtra Cash / Red Cedar Services, Inc.	March 3, 2014		Vermont, Colorado, Arkansas, California
187	Multi Loan Source / Mustang Recovery Group	September 16, 2014		Missouri
188	My Back Wallet (Affiliated with Oglala Sioux Tribe)	June 8, 2014	<a href="https://www.mybackwallet.com">https://www.mybackwallet.com</a>	Colorado
189	My Cash Advance	July 7, 2014	<a href="http://www.mycashadvance.com/">http://www.mycashadvance.com/</a>	Arkansas
190	My Cash Guardian	September 16, 2014		Missouri
191	My Cash Now	June 30, 2014	<a href="http://MyCashNow.com">MyCashNow.com</a>	New Mexico, Missouri
192	My Silver Safe / First West Coast Financial	September 16, 2014	<a href="http://www.mysilversafe.com">www.mysilversafe.com</a>	Missouri, Connecticut
193	MyMedicalloan.com	September 16, 2014		Missouri
194	Namakan Capital, LLC	August 25, 2014		Connecticut
195	National Cash	September 16, 2014		Missouri
196	National Group, LLC (Associated with Elvira Lopez and Carlos Porras)	September 19, 2014		California
197	National Pay Day Loan (Tribal Lending Enterprise)	March 3, 2014		Vermont, Colorado
198	Nations Cash Online (Affiliated with Guidiville Band of Pomo Indians)	June 8, 2014	<a href="https://nationscashonline.com">https://nationscashonline.com</a>	Colorado
199	Native West Electronics, LLC	March 3, 2014		Vermont
200	Net CashUSA	March 3, 2014		Vermont

A	B	C	D	E
Lender Name	D.B.A / Known Affiliations	Date Added	Current Known Website	State(s) where lender is not in compliance with lending laws
201	New Start LLC	September 16, 2014		Missouri
202	New Vista Loans (Affiliated with Big Valley Band of Pomo Indians of the Big Valley Rancheria)	June 8, 2014	<a href="http://newvistaloans.com">http://newvistaloans.com</a>	Colorado
203	Next Day Cash	September 16, 2014		Missouri
204	NHeash.Com, LLC	March 3, 2014	<a href="http://www.nheash.com/">http://www.nheash.com/</a>	Vermont
205	North Cash (Affiliated with Fort Fort Belknap Indian Tribe of Montana)	June 8, 2014	<a href="https://www.northcash.com">https://www.northcash.com</a>	Colorado
206	Northcrest Ventures, Inc.	March 3, 2014		Vermont
207	Northern Plains Funding (Affiliated with Fort Fort Belknap Indian Tribe of Montana)	June 8, 2014	<a href="https://northernplainsfunding.com">https://northernplainsfunding.com</a>	Colorado
208	Northway Financial Corporation Ltd. d/b/a Pixy Cash	September 19, 2014	<a href="http://www.pixycash.com">www.pixycash.com</a>	California
209	Oasis Funds, LLC (Affiliated with Lac Courte Oreilles Lake Superior Band of Chippewa Indians) / Payday Avenue / Zip 19 / Cash Taxi / 247 Green Street / Green Picket	June 8, 2014	<a href="https://www.paydayavenue.com">https://www.paydayavenue.com</a>	Colorado, Arkansas, Missouri
210	Ocwen Loan Servicing, LLC	September 16, 2014		Missouri
211	One Hour Cash Advance / Confirm Funding	September 16, 2014		Missouri
212	One Time Payday Loans	September 16, 2014		Missouri
213	Pacific Cash Line (Affiliated with Guidiville Band of Pomo Indians)	June 8, 2014	<a href="https://pacificcashline.com">https://pacificcashline.com</a>	Colorado
214	PanAm Cash	March 3, 2014		Vermont
215	Pay Advance, LLC	March 3, 2014	<a href="http://www.payadvance.com/">http://www.payadvance.com/</a>	Vermont
216	Pay Cash / Payday Cash Loan	September 16, 2014		Missouri
217	Pay Day Max, Ltd Ameriloan	March 3, 2014	<a href="http://paydaymax.com.aronzone.com/">http://paydaymax.com.aronzone.com/</a>	Vermont, Missouri
218	Paycheck Today	September 16, 2014		Missouri
219	Payday Loan Assistance	September 16, 2014		Missouri
220	Payday Loan Protection	September 16, 2014		Missouri

	A	B	C	D	E
	Lender Name	D.B.A / Known Affiliations	Date Added	Current Known Website	State(s) where lender is not in compliance with lending laws
3	Payday Magic-net	USA Pay Day Loans	March 3, 2014		Vermont, Missouri
221	PayDay Select of Delaware, LLC	Sparkloans.com	March 3, 2014		Vermont
222	PayDay Solutions	Affiliated with BS Financial, Inc.; and PBT Decision Solutions, Inc.) Payday Accelerated	March 3, 2014	<a href="http://paydayaccelerated.com/">http://paydayaccelerated.com/</a>	Vermont
223	PBT Loan Services, LLC	Payday Mobility	March 3, 2014	<a href="http://www-paydaymobility.com/">http://www-paydaymobility.com/</a>	Vermont
224	PD Mobi	Affiliated with the Flandreau Santee Sioux Tribe in SD) VIP Loan Shop / Bottom Dollar Payday / Action Payday / Red Leaf Lending / Everest Cash Advance / Paradise Cash Advance	March 3, 2014	<a href="https://www.everestcashadvanced1.com">https://www.everestcashadvanced1.com</a> <a href="http://pdloanonline.com/">http://pdloanonline.com/</a> <a href="http://theviploanshop.net">http://theviploanshop.net</a> <a href="https://www.bottomdollarpayday.com">https://www.bottomdollarpayday.com</a>	Vermont, Arkansas, California, Missouri, Colorado
225	PDL Now		August 25, 2014		Connecticut
226	PDL Ventures	pdy.services.com	September 16, 2014		Missouri
227	Pepper Cash	Affiliated with Lac Vieux Desert Band of Lake Superior Chippewa Indians) / Duck Creek Tribal Financial, LLC	June 8, 2014	<a href="https://www.peppercash.com">https://www.peppercash.com</a>	Colorado, Arkansas
228	Pepper Cash	Affiliated with Chippewa Cree Tribe of the Rocky Boy's Indian Reservation)	June 8, 2014	<a href="https://www.plaingreenloans.com">https://www.plaingreenloans.com</a>	Colorado, Connecticut, Missouri
229	Pocket Money Loans		November 12, 2014	<a href="http://www.pocketmoneyloans.com/">http://www.pocketmoneyloans.com/</a>	Arkansas
230	PPC - American Legal Processing Division		June 30, 2014	<a href="https://quickcashahead.com">https://quickcashahead.com</a>	New Mexico
231	Quick Cash Ahead	Affiliated with Guidville Band of Pomo Indians)	June 8, 2014	<a href="https://quickcredit911.com//">https://quickcredit911.com//</a>	Colorado
232	Quick Credit 911		June 30, 2014		New Mexico
233	Quickcash.net		September 16, 2014		Missouri

	A	B	C	D	E
	Lender Name	D.B.A / Known Affiliations	Date Added	Current Known Website	State(s) where lender is not in compliance with lending laws
3					
237	Quickest Payday Loan		March 3, 2014		Vermont
238	Quicken Services		September 16, 2014		Missouri
239	Radiant Cash	(Affiliated with Lac Du Flambeau Band of Chippewa Indians)	June 8, 2014	<a href="https://www.radiantcash.com">https://www.radiantcash.com</a>	Colorado
240	Red Rock Tribal Lending, LLC	(Affiliated with Lac Vieux Desert Band of Lake Superior Chippewa Tribe) / <a href="http://Castlepayday.com">Castlepayday.com</a>	March 3, 2014	<a href="https://castlepayday.com/">https://castlepayday.com/</a>	Vermont, Colorado, Arkansas
241	RISEloan		June 30, 2014	<a href="http://www.risecredit.com">http://www.risecredit.com</a>	New Mexico
242	Riverbend Cash	(Affiliated with Fort Fort Belknap Indian Tribe of Montana)	June 8, 2014	<a href="https://www.riverbendcash.com">https://www.riverbendcash.com</a>	Colorado, Missouri
243	Rolling Plains Cash	(Affiliated with Oglala Sioux Tribe)	June 8, 2014	<a href="https://www.rollingplainscash.com">https://www.rollingplainscash.com</a>	Colorado
244	Rome Finance Company		September 16, 2014		Missouri
245	RS Financial Lending Services, LLC	(Affiliated with Sovereign Lending Solutions, LLC) / Title Loan America	March 3, 2014	<a href="https://titleloanamerica.com">https://titleloanamerica.com</a>	Vermont, Colorado
246	Seaside Cash	(Affiliated with Oglala Sioux Tribe)	June 8, 2014	<a href="https://www.seasidecash.com">https://www.seasidecash.com</a>	Colorado
247	Seaside Dollar	(Affiliated with Oglala Sioux Tribe)	March 3, 2014	<a href="http://seasidedollar.com/">http://seasidedollar.com/</a>	Vermont, Colorado
248	Sedalia Automotive		September 16, 2014		Missouri
249	SFS, Inc.	(Affiliated with the Santee Sioux Nation of Nebraska) / Preferred Cash Loans.com / One Click Cash / OneClickCash	March 3, 2014	<a href="http://www.preferredcashloan.com">http://www.preferredcashloan.com</a> <a href="http://oneclickcash.com">oneclickcash.com</a>	Vermont, Colorado, Arkansas, Missouri
250	Sierra Lending	(Affiliated with Lipay Nation of Santa Ysabel)	June 8, 2014	<a href="https://www.sierralending.com">https://www.sierralending.com</a>	Colorado
251	Sigma Solutions, LLC		March 3, 2014	<a href="http://sigmasolutionsloans.blogspot.com/">http://sigmasolutionsloans.blogspot.com/</a>	Vermont
252	Silver Cloud Financial	(Affiliated with Habematolel Pomo Tribe of Upper Lake, CA) / Golden Valley Lending / USA Money Shop	March 3, 2014	<a href="https://www.goldenvalleylending.com/">https://www.goldenvalleylending.com/</a>	Vermont, Colorado

A	B	C	D	E
Lender Name	D.B.A. / Known Affiliations	Date Added	Current Known Website	State(s) where lender is not in compliance with lending laws
3				
253	Sky Lending (Affiliated with Sokaogon Chippewa Community of Mole Lake Wisconsin)	June 8, 2014	<a href="https://skyloanonline.com">https://skyloanonline.com</a>	Colorado
254	Southport Financial Services	September 16, 2014		Missouri
255	Sovereign Advance (Mandan, Hidatsa, and Arikara Nation—The Three Affiliated Tribes of the Fort Berthold Reservation)	June 8, 2014	<a href="https://sovereignadvance.com">https://sovereignadvance.com</a>	Colorado
256	Sovereign Lending Solutions LLC	September 16, 2014		Missouri
257	Speedee Cash	March 3, 2014	<a href="http://www.speedecash.net/">http://www.speedecash.net/</a>	Vermont
258	Speektrum Online, LLC	March 3, 2014		Vermont
259	Splash Cash Advance (Affiliated with Chippewa Cree Tribe of the Rocky Boy's Indian Reservation)	June 8, 2014	<a href="https://www.splashcashadvance.com">https://www.splashcashadvance.com</a>	Colorado
260	St. Armands Group, LLC	March 3, 2014	<a href="http://starmandsgroup paydayloan.com">http://starmandsgroup paydayloan.com</a>	Vermont, California
261	Star Cash Processing	September 16, 2014		Missouri, Connecticut
262	Stone Canyon Lending (Affiliated with Fort Fort Belknap Indian Tribe of Montana)	June 8, 2014	<a href="https://stonecanyonlending.com">https://stonecanyonlending.com</a>	Colorado
263	Superior Funding (Affiliated with United Keetoowah Band of Cherokee Indians of Oklahoma)	June 8, 2014	<a href="http://superiorfunding.net">http://superiorfunding.net</a>	Colorado
264	Superior Tax Service	September 16, 2014		Missouri
265	Sure Advance, LLC Sure Advance Loan	March 3, 2014		Vermont, Missouri, Arkansas
266	Target Cash Now (Affiliated with Fort Fort Belknap Indian Tribe of Montana)	June 8, 2014	<a href="https://www.targetcashnow.com">https://www.targetcashnow.com</a>	Colorado
267	The Loansmith (Affiliated with Guidiville Band of Pomo Indians)	June 8, 2014	<a href="http://theloansmith.com">http://theloansmith.com</a>	Colorado
268	Timely Disbursements	September 16, 2014		Missouri



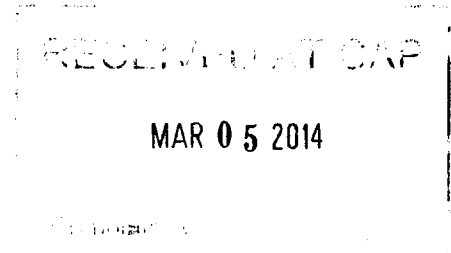
A	B	C	D	E
Lender Name	D.B.A. / Known Affiliations	Date Added	Current Known Website	State(s) where lender is not in compliance with lending laws
3				
269	TIGOR Capital, LLC	September 19, 2014	www.paydayloanapplytoday.com & www.paydayloancashverlyfast.com	California
270	Titan Group, LLC	August 25, 2014		Connecticut
271	TLC Funds	June 8, 2014	https://tlc-funds.com/joomla	Colorado
272	tlcfastcash	September 16, 2014		Missouri
273	Tremont Lending	June 8, 2014	https://tremontlending.com	Colorado
274	Tribal Creditline	March 3, 2014		Vermont
275	Twin Bluffs Financial LLC	September 19, 2014		California
276	U & I Records and Investment LLC	September 16, 2014		Missouri
277	Ultimate Credit Smart	September 16, 2014		Missouri
278	United Cash Loan	March 3, 2014		Vermont, Missouri
279	United Consumer Financial Services, Inc.	September 19, 2014	www.ezpaydaycash.com	California
280	United Credit Line	June 8, 2014	https://unitedcreditline.com	Colorado
281	Untredloansource.com	September 16, 2014		Missouri
282	Upfront Payday Loan, LLC	March 3, 2014	Upfront Cash	Vermont
283	US Payday Loan	September 16, 2014		Missouri
284	USA Cash Advance	March 3, 2014	http://www.usacashadvance.com/	Vermont, Missouri
285	USA Cash Express	September 16, 2014	usacashexpress.com	Missouri
286	USA Cash Loan	September 16, 2014		Missouri
287	USA Credit	September 16, 2014		Missouri
288	USA Finance	September 16, 2014		Missouri
289	USA Payday Loans	September 16, 2014		Missouri

A	B	C	D	E
Lender Name	D.B.A / Known Affiliations	Date Added	Current Known Website	State(s) where lender is not in compliance with lending laws
3				
290	Valley Financial Inc.	March 3, 2014		Vermont
291	Venture Funding	September 16, 2014		Missouri
292	Virtual Cash Loan	June 8, 2014	<a href="http://www.virtualcashloans.com">http://www.virtualcashloans.com</a>	Colorado
293	Wagefast.com	September 16, 2014		Missouri
294	West River Cash	June 8, 2014	<a href="https://www.westrivercash.com">https://www.westrivercash.com</a>	Colorado
295	White Hills Cash	June 8, 2014	<a href="https://www.whitehillscash.com">https://www.whitehillscash.com</a>	Colorado
296	White Pine Lending	June 8, 2014	<a href="http://www.whitepinelending.com">http://www.whitepinelending.com</a>	Colorado
297	World One Financial Resources	September 16, 2014		Missouri
298	Worldwide Consumer Group LLC	September 16, 2014		Missouri
299	Yellow Pine Pending	June 8, 2014	<a href="https://yellowpinelending.com">https://yellowpinelending.com</a>	Colorado
300	Yourfastpayday	September 16, 2014	<a href="http://www.yourfastpayday.com">http://www.yourfastpayday.com</a>	Missouri
301	Zarvad III, Ltd	March 3, 2014	<a href="http://www.mypaydayloan.com/">http://www.mypaydayloan.com/</a>	Vermont, Missouri
302	Zip 19	September 16, 2014		Missouri

February 18, 2014

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

Coral O'Connor  
Consumer Advisor  
Consumer Assistance Program  
146 University Place  
Burlington, VT 05405



**Re: American Web Loan  
Complaint # 2014-1096**

Dear Ms. O'Connor:

This law firm represents American Web Loan, Inc. ("American Web Loan"). I am in receipt of your letter dated February 3, 2014. The purpose of this correspondence is to notify the Public Protection Division and the Consumer Assistance Program (collectively, the "Division") that American Web Loan is an entity wholly owned and operated by the Otoe-Missouria Tribe of Indians, a federally recognized tribe (the "Tribe"). American Web Loan is appropriately regulated pursuant to the laws of the Tribe and, accordingly, maintains its own regulated process for the purpose of addressing the types of consumer complaints referenced in your letter.

The Tribe's regulatory entity, the Otoe-Missouria Consumer Finance Services Regulatory Commission ("Commission") is authorized, pursuant to Tribal law, to exercise jurisdiction over the Tribe's consumer finance service activities, which includes proper oversight and enforcement of the Tribe's laws, including the Tribe's Consumer Finance Services Regulatory Ordinance ("Ordinance") as well as applicable federal consumer protection laws, such as the Truth in Lending Act and the Fair Debt Collection Practices Act.

As an entity operating under a license issued by the Commission, American Web Loan is subject to the Commission's enforcement authority, and is therefore duty-bound to conduct business in a responsible manner and in accordance with Tribal law and applicable federal consumer protection laws. To that end, American Web Loan maintains its own mechanism and procedure for the handling of consumer complaints. Consumer complaints may be directed to American Web Loan by email or to the Customer Support Hotline. At that point, American Web Loan's representatives contact the consumer to resolve the matter.

Because American Web Loan maintains its own consumer complaint resolution procedure and because the Commission, and not the State, maintains proper jurisdiction over the Tribe's lending activities, it is neither necessary nor appropriate for American Web Loan to provide the Division with any further information regarding the consumer complaint



referenced in your letter. That said, the Tribe would like to maintain a productive government to government relationship with the state of Vermont to ensure that the complaints of its constituents are appropriately resolved. In doing so, the Tribe offers to meet with the Office of the Attorney General to discuss how to establish a protocol that will best address these issues moving forward.

Please contact me at the telephone number provided herein with any questions regarding this matter and please direct all future correspondences pertaining to the Tribe or American Web Loan to my attention.

Nothing contained herein is intended as, or shall be construed as, an admission or waiver of any rights that American Web Loan or the Tribe has, all of which are expressly reserved.

Sincerely,

ROSETTE, LLP

Saba Bazzazieh

RECEIVED AT CAP

MAY 23 2014

Complaint #: 2014-3884

PLAIN GREEN, LLC

P.O. Box 270  
Box Elder, MT 59521

**FACSIMILE FROM**  
**plain green**

Telephone: (406) 352-3313  
Fax: (406) 352-3314

To: Mr. Judah Griffin

Fax Number: 802-656-1423

Date: 5/22/2014

Regarding: Ms. Lynda Hart

Pages: 2

From: Sarah Parisian

Comments:

The information in this facsimile may contain confidential information intended for the use of the recipient named above. If the reader of this message is not the intended recipient or representative responsible for delivering it to the recipient, you are hereby notified that any disclosure of the contents is strictly prohibited. If you have received this transmission in error, please call (406) 352-3313.



Plain Green, LLC  
93 Mack Road, Suite 600  
PO Box 270  
Box Elder, MT 59521

May 22, 2014

**Via Facsimile 802.656.1423**

State of Vermont  
Office of the Attorney General  
Public Protection Division  
Attn: Judah Griffin, Consumer Advisor  
146 University Place  
Burlington, Vermont 05405

Re: 2014-3884: Ms. Lynda Hart

Dear Mr. Griffin:

Thank you for the opportunity to respond to your letter regarding a complaint filed by Ms. Hart concerning Plain Green, LLC ("Plain Green"). Our Tribal enterprises strive to provide excellent customer service. We appreciate you informing us of Ms. Hart's concerns.

The issues presented in your letter were reviewed and it appears that the customer entered into a binding consumer loan agreement with Plain Green. All proper disclosures detailing the cost, interest rates, and applicable terms, were made and accepted by Ms. Hart prior to the funding of this loan.

We have reached out to Ms. Hart to offer a better explanation of our processes, fees and her questions regarding legality. We have also closed this loan from further activity. At this time we believe we have adequately addressed Ms. Hart's complaint and consider this matter to be closed with the State of Vermont.

Sincerely,

Plain Green, LLC



**WILLIAM H. SORRELL**  
ATTORNEY GENERAL  
**SUSANNE R. YOUNG**  
DEPUTY ATTORNEY GENERAL  
**WILLIAM E. GRIFFIN**  
CHIEF ASST. ATTORNEY GENERAL



**ADDRESS REPLY TO:**  
**CONSUMER ASSISTANCE PROGRAM**  
146 UNIVERSITY PLACE  
BURLINGTON, VERMONT 05405  
[www.uvm.edu/consumer](http://www.uvm.edu/consumer)  
e-mail: [consumer@uvm.edu](mailto:consumer@uvm.edu)

**STATE OF VERMONT**  
**OFFICE OF THE ATTORNEY GENERAL**  
**PUBLIC PROTECTION DIVISION**  
TEL: (802) 656-3183  
FAX: (802) 656-1423  
**OUTSIDE CHITTENDEN COUNTY**  
1-800-649-2424

May 2, 2014

Nationwide Financial Solutions, LLC.  
3930 Coral Ridge Drive  
Coral Springs, FL 33065

Re: 2014-3885

Dear Sir/Madam:

We received the enclosed consumer complaint with respect to a transaction with your business. Although at this point our office has made no determination as to the validity of the complaint, we do ask that you contact the consumer directly within 7 days so that you and the consumer can resolve this matter without further involvement of this office.

We also ask that you notify this office, indicating the steps you have taken to resolve the complaint. Please respond using the Online Response Form located on our website, [uvm.edu/consumer](http://uvm.edu/consumer). Please include the above complaint number in your response.

We have also requested the consumer to update us regarding the complaint status after 14 days. The consumer's response, the enclosed complaint, and your response will remain on file in this office for six years.

Complaint files are public records and, as such, are open to the public for inspection. Information about complaints, including the number of complaints recorded in the last six years and their status, is provided to consumers who inquire about your business. Complaint information is also used to determine when investigations should be initiated.

We thank you for giving this matter your immediate attention.

Sincerely,

A handwritten signature in black ink, appearing to read "Judah Griffin".

Judah Griffin  
Consumer Advisor



2014-3884-042514-Hart

Sent: Wednesday, April 23, 2014 10:59 PM  
To: consumer@uvm.edu  
Subject: Consumer Complaint Form

Below is the result of your feedback form. It was submitted by  
(trees1948@aol.com) on Wednesday, April 23, 2014 at 22:58:51

---

email: trees1948@aol.com

Name: Lynda Hart

Street: PO Box 40

City: West Hartford

State: Vermont

ZIP: 05084

Phone: 802-295-6147

Senior: No

Veteran or Service Member: No

Business Name: Plain Green Loans and Nationwide Cash

Business Street: on line pay day lenders

Business City: on line

Business State: on line

Business ZIP: online

Complaint: I have had multiple loans in the last several years from both Plain Green loans and Nationwide cash which have charged me outrageous interest and has led to a vicious cycle. 1st loan was for 1600 from plain green on 5/5/2011 repaid 2835.82, 2nd loan with plain green 4/13/12 for 2000.00 repaid 5097.46 and presently have one for 2400 that was opened on 9/19/13 that I have already paid back 2110.40 and they are still saying a balance of 1920.47 so of the 2110.40 they are only crediting 289.60 on the principal. I have had three loans with nationwide cash that progressed the same way. do these fall under the illegal lenders and what do I need to do

Loss: several thousand dollars

Relief Requested: repayment of the outrageous fees and interest and the current loan to go away.

Found By: fox 44 news

---

Golden Valley - Loan 10/22/13 \$900

Pay Dates	Amt
11/4/2013	\$ 233.75
11/18/2013	\$ 258.75
12/4/2013	\$ 247.50
12/18/2013	\$ 236.25
1/6/2014	\$ 225.00
1/8/2014	\$ 675.00
<b>Total</b>	<b>\$ 1,876.25</b>

Golden Valley Loan - 1/16/14 \$650.00

Pay Dates	
2/4/2014	\$ 197.50
2/18/2014	\$ 188.75
3/4/2014	\$ 180.00
3/18/2014	\$ 171.25
4/4/2014	\$ 162.50
4/18/2014	\$ 153.75
<b>Total</b>	<b>\$ 1,053.75</b>

Golden Valley Loan - 07/22/13 - \$800.00

Pay Dates	
8/2/2013	\$ 300.00
8/16/2013	\$ 268.00
9/4/2013	\$ 256.00
9/18/2013	\$ 884.00
<b>Total</b>	<b>\$ 1,708.00</b>

OneClickCast

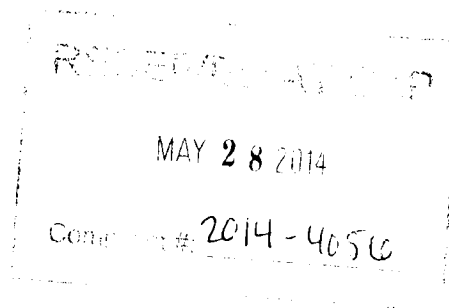
Total paid - \$1255.

VIP Loan Shop - \$150 loan taken 03/1/12

Payed until 09/12 \$450 total paid

**plain green**Plain Green, LLC  
93 Mack Road, Suite 600  
PO Box 270  
Box Elder, MT 59521

May 22, 2014

**Via Facsimile 802.656.1423**State of Vermont  
Office of the Attorney General  
Public Protection Division  
Attn: Judah Griffin, Consumer Advisor  
146 University Place  
Burlington, Vermont 05405

Re: 2014-4056 Stacey Belliveau

Dear Mr. Griffin:

Thank you for the opportunity to respond to your letter regarding a complaint filed by Ms. Belliveau concerning Plain Green, LLC ("Plain Green"). Our Tribal enterprises strive to provide excellent customer service. We appreciate you informing us of Ms. Belliveau's concerns.

The issues presented in your letter were reviewed and it appears that the customer entered into a binding consumer loan agreement with Plain Green. All proper disclosures detailing the cost, interest rates, and applicable terms, were made and accepted by Ms. Belliveau prior to the funding of this loan.

We have reached out to Ms. Belliveau to offer a better explanation of our processes and fees. At this time we believe we have addressed Ms. Belliveau's concerns and consider this matter to be closed with the State of Vermont.

Sincerely,

Plain Green, LLC

PLAIN GREEN, LLC  
P.O. Box 270  
Box Elder, MT 59521

**FACSIMILE FROM**  
**plain green**

To: Mr. Judah Griffin

Fax Number: 802.656.1423

Date: 5/22/2014

Telephone: (406) 352-3313  
Fax: (406) 352-3314

Regarding: Ms. Stacey Belliveau

Pages: 2

From: Sarah Parisian

Comments:

The information in this facsimile may contain confidential information intended for the use of the recipient named above. If the reader of this message is not the intended recipient or representative responsible for delivering it to the recipient, you are hereby notified that any disclosure of the contents is strictly prohibited. If you have received this transmission in error, please call (406) 352-3313.

**plain green**Plain Green, LLC  
93 Mack Road, Suite 600  
PO Box 270  
Box Elder, MT 59521

May 22, 2014

Via Facsimile 802.656.1423State of Vermont  
Office of the Attorney General  
Public Protection Division  
Attn: Judah Griffin, Consumer Advisor  
146 University Place  
Burlington, Vermont 05405

Re: 2014-4071 Judith Garrett

Dear Mr. Griffin:

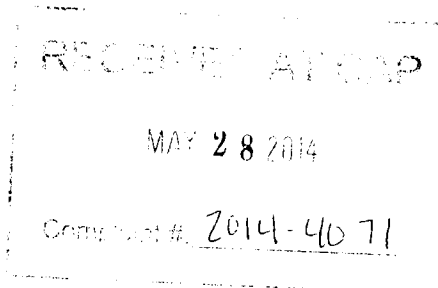
Thank you for the opportunity to respond to your letter regarding a complaint filed by Ms. Garrett concerning Plain Green, LLC ("Plain Green"). Our Tribal enterprises strive to provide excellent customer service. We appreciate you informing us of Ms. Garrett's concerns.

The issues presented in your letter were reviewed and it appears that the customer entered into a binding consumer loan agreement with Plain Green. All proper disclosures detailing the cost, interest rates, and applicable terms, were made and accepted by Ms. Garrett prior to the funding of this loan.

We have reached out to Ms. Garrett to offer a better explanation of our processes and fees. At this time we believe we have addressed Ms. Garrett's concerns and consider this matter to be closed with the State of Vermont.

Sincerely,

Plain Green, LLC



PLAIN GREEN, LLC

P.O. Box 270  
Box Elder, MT 59521

**FACSIMILE FROM**  
**plain green**

To:

Mr. Judah Griffin

Fax Number:

802-656-1423

Telephone: (406) 352-3313

Fax: (406) 352-3314

Date:

5/22/2014

Regarding:

Ms. Judith Garrett

Pages:

2

From:

Sarah Parisian

Comments:

The information in this facsimile may contain confidential information intended for the use of the recipient named above. If the reader of this message is not the intended recipient or representative responsible for delivering it to the recipient, you are hereby notified that any disclosure of the contents is strictly prohibited. If you have received this transmission in error, please call (406) 352-3313.



**OTOE-MISSOURIA**  
**CONSUMER FINANCE SERVICES**  
**REGULATORY COMMISSION**

P.O. BOX 2083  
PONCA CITY, OK 74602-2083

September 19, 2014

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

Diana Todisco  
Consumer Advisor  
Office of the Attorney General  
State of Vermont  
146 University Place  
Burlington, VT 05405

09.21.2014

RE: American Web Loan, Inc.  
File no.: 2014-4100

Dear Ms. Todisco:

I am writing to you, in my capacity as a Commissioner of the Otoe-Missouria Consumer Finance Services Regulatory Commission ("OMCFSRC" or "Commission"), about your letter dated September 3, 2014 and the corresponding complaint filed with your office against American Web Loan, LLC ("American Web Loan" or "Company") by Mr. Lawrence Johnson.

The OMCFSRC was created pursuant to Otoe-Missouria Tribe of Indians, a federally recognized tribe ("the Tribe"), Resolution OMTC #210565 and is the public body solely responsible for the regulation of the Tribe's consumer finance services operations. The OMCFSRC exercises jurisdiction over the Tribe's consumer finance services operations by enforcing the Tribe's laws as well as applicable federal consumer protection laws. American Web Loan is a consumer finance services business wholly owned by the Tribe which is licensed and regulated by the OMCFSRC. As part of this regulation, American Web Loan must ensure that, when applying for and receiving a loan, consumers are provided extensive notice regarding the Company's Tribal sovereign immunity and their consumer rights under Tribal law. Additionally, American Web Loan has an established procedure for the handling of consumer complaints of which the Commission maintains jurisdiction over, not the State of Vermont.

In his complaint Mr. Johnson implies that he was not given notice of the terms, including interest rates and payments, by American Web Loan prior to his having entered into a loan agreement with the Company. It is standard practice of American Web Loan to give full notice of all interest rates, payment due dates, a payment schedule, etc. prior to granting a loan to a consumer. Furthermore, a consumer must e-sign acknowledging that said notice was given to him or her as a condition of final approval and funding of the loan. Both the notice and acknowledgement processes are automated so it would be highly unlikely that Mr. Johnson would have been approved and received the loan funds had he not also been given notice and had he not acknowledged said notice. We do, however, take these and other allegations made against American Web Loan seriously. We would invite Mr. Johnson to file an official complaint with our Commission; outlining the act(s) or practice(s) he believes were committed by American Web Loan. He may file his complaint by mail (see address below) or he may do so by visiting our website at [www.omcfrc.com](http://www.omcfrc.com).

Although not specifically alleged, implicit in Mr. Johnson's allegations is the notion that the loan he received from American Web Loan was in some way not legally enforceable. I will attempt to address this below.

American Web Loan was established for the economic benefit of the Tribe and, as stated above, is a wholly owned, managed, controlled and operated instrumentality of the Tribe. Furthermore, American Web Loan is organized under and operating in accordance with Tribal law of which, the Tribe, a sovereign government, is the sole member. As a wholly owned entity of the Tribe, American Web Loan shares in the Tribe's sovereign immunity and, therefore, is not subject to state regulation of the type discussed in Mr. Johnson's complaint. Furthermore, when Mr. Johnson signed the loan agreement with American Web Loan he agreed to be subject to the laws and regulations of the Tribe, and specifically to the Tribal Consumer Finance Regulatory Ordinance.

After reviewing Mr. Johnson's complaint and a copy of the loan agreement contract we find no violation of the Otoe-Missouria Consumer Finance Regulatory Ordinance, including all applicable federal laws consumer protection laws and regulations.

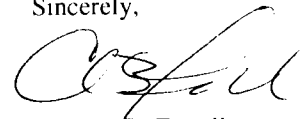
We understand your obligation to inquire into the business practices on behalf of Vermont consumers, however, we again stress that American Web Loan is complying with applicable Tribal and federal laws and restate that the laws of Vermont do not apply to American Web Loan or in any way impact the sovereign laws of the Otoe-Missouria Tribe of Indians. As the public body solely responsible for regulating the Otoe-Missouria wholly owned lenders, we would ask that you forward all correspondence regarding this or any other allegation made against American Web Loan to the Commission so we may investigate and prosecute if appropriate.

Please correspond with us via U.S. Mail or email at the addresses below. Nothing in this letter may be construed as a waiver of the Company or the Tribe's sovereign immunity, but merely as an attempt to be responsive to your letter dated September 3, 2014. Please send any further correspondence regarding this matter to my attention at:

Otoe-Missouria Tribe of Indians  
Consumer Finance Services Regulatory Commission  
P.O. Box 2083  
Ponca City, OK 74602-2083

Email: [omcfsrc@omtribe.org](mailto:omcfsrc@omtribe.org)

Sincerely,



Clayton B. Farrell  
Commissioner

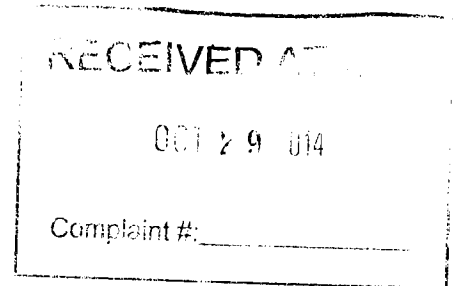
cc. Mr. Lawrence Johnson  
217 North Willard St.  
Burlington, VT 05401



October 20, 2014

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

Rachel Grandon  
Consumer Advisor  
Consumer Assistance Program  
146 University Place  
Burlington, VT 05405



**Re: American Web Loan  
Lawrence Johnson**

Dear Ms. Grandon:

This law firm represents American Web Loan, Inc. (“American Web Loan”). I am in receipt of your letter dated May 9, 2014. The purpose of this correspondence is to notify the Vermont Consumer Assistance Program that American Web Loan is an entity wholly owned and operated by the Otoe-Missouria Tribe of Indians, a federally recognized tribe (the “Tribe”). American Web Loan is appropriately regulated pursuant to the laws of the Tribe and, accordingly, maintains its own regulated process for the purpose of addressing the issues referenced in your letter.

The Tribe’s regulatory entity, the Otoe-Missouria Consumer Finance Services Regulatory Commission (“Commission”) is authorized, pursuant to Tribal law, to exercise jurisdiction over the Tribe’s consumer finance service activities, which includes proper oversight and enforcement of the Tribe’s laws, including the Tribe’s Consumer Finance Services Regulatory Ordinance (“Ordinance”) as well as applicable federal consumer protection laws, such as the Truth in Lending Act and the Fair Debt Collection Practices Act.

As an entity operating under a license issued by the Commission, American Web Loan is subject to the Commission’s enforcement authority, and is therefore duty-bound to conduct business in a responsible manner and in accordance with Tribal law and applicable federal consumer protection laws. To that end, American Web Loan maintains its own mechanism and procedure for the handling of consumer complaints. Consumer complaints may be directed to American Web Loan by email or to the Customer Support Hotline. At that point, American Web Loan’s representatives contact the consumer to resolve the matter.

Because American Web Loan maintains its own consumer complaint resolution procedure and because the Commission, not the State, maintains proper jurisdiction over the Tribe’s lending activities, it is neither necessary nor appropriate for American Web Loan to provide the Vermont Consumer Assistance Program with any further information. That said, the

Rachel Grandon  
October 20, 2014  
Page 2 of 2

Tribe would like to maintain a productive government to government relationship with the State of Vermont to ensure that the complaints of its constituents are appropriately resolved. In doing so, the Tribe offers to meet with the Office of the Attorney General to discuss how to establish a protocol that will best address these issues moving forward.

Please contact me at the telephone number provided herein with any questions regarding this matter and please direct all future correspondences pertaining to the Tribe or American Web Loan to my attention.

Nothing contained herein is intended as, or shall be construed as, an admission or waiver of any rights that American Web Loan or the Tribe has, all of which are expressly reserved.

Sincerely,

ROSETTE, LLP

A handwritten signature in black ink, appearing to read "Saba Bazzazieh". The signature is written in a cursive, flowing style.

Saba Bazzazieh

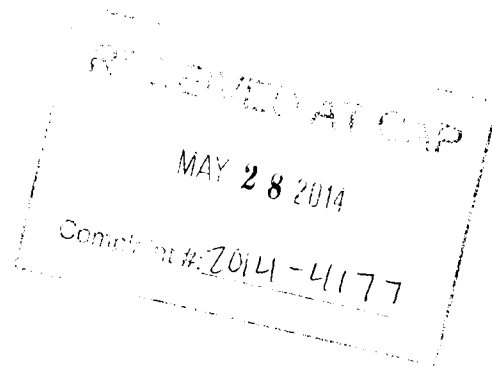


FAX: 800-240-4046  
Email: legal@oneclickcash.com

May 27, 2014

Megan Matthews  
Consumer Advisor  
146 University Place  
Burlington, VT. 05405  
Fax: (802) 656-1423

Re: 2014-4177



Dear Ms. Matthews:

Thank you for your letter of May 13, 2014 regarding the OneClickCash account of Ms. Carmen Phelps. Please be advised that OneClickCash is a trade name of SFS, Inc. (SFS), a subdivision of the Santee Sioux Nation, a federally-recognized Indian Tribe located on Indian lands in the State of Nebraska. 25 U.S.C. 479a, 79 F.R. 4748 (January 29, 2014).

As a tribal government, the Santee Sioux Nation has interests in assuring that lending practices are regulated for the protection of the consumer as well as the industry. Please be advised that OneClickCash is regulated by the laws of the Santee Sioux Nation.

SFS d/b/a OneClickCash maintains no business locations within the State of Vermont, and all loans are consummated within the jurisdiction of the Santee Sioux Nation. Moreover, as a subdivision of a federally-recognized Indian tribe, SFS d/b/a OneClickCash is not subject to state process or suit based upon well-established principles of tribal sovereignty recognized as a matter of federal law. *See, e.g., Kiowa Tribe of Oklahoma v. Mfg. Technologies Inc.*, 523 U.S. 751, 754 (1998); *Wright v. Colville Tribal Enterprise Corp.*, 159 Wash.2d 108 (2006).

We are an electronic/internet company and all communication is handled via email facsimile. Communications must be forwarded to the contact information provided above. Thank you for your cooperation in using ONLY these methods of communication.



FAX: 800-240-4046  
Email: [legal@oneclickcash.com](mailto:legal@oneclickcash.com)

Nonetheless, the Santee Sloux Nation has an interest in resolving this matter. Accordingly, SFS d/b/a OneClickCash has removed Ms. Phelps' contact information from its contact databases, and shows the consumer's account as closed.

Thank you for bringing this matter to our attention. Based on the above, SFS d/b/a OneClickCash now considers this matter closed.

Sincerely,

OneClickCash,  
Legal Department

We are an electronic/internet company and all communication is handled via email facsimile. Communications must be forwarded to the contact information provided above. Thank you for your cooperation in using ONLY these methods of communication.



May 29, 2014

Megan Matthews  
Consumer Advisor  
146 University Place  
Burlington, VT. 05405  
Fax: (802) 656-1423

JUN 05 2014

Case # 2014-4180

Re: 2014-4180

Dear Ms. Matthews:

Thank you for your letter of May 13, 2014 regarding the 500FastCash account of Carmen Phelps. Please be advised that 500FastCash is a trade name of Red Cedar Services, Inc. ("Red Cedar"), a subdivision of the Modoc Tribe of Oklahoma, a federally-recognized Indian Tribe located on Indian lands in the State of Oklahoma. 25 U.S.C. 479a, 79 F.R. 4748 (January 29, 2014).

Red Cedar d/b/a 500FastCash maintains no business locations within the State of Vermont and all loans are consummated within the jurisdiction of the Modoc Tribe. Moreover, as a subdivision of a federally-recognized Indian tribe, Red Cedar d/b/a 500FastCash is not subject to state process or suit based upon well-established principles of tribal sovereignty recognized as a matter of federal law. See, e.g., *People v. Miami Nation Enterprises*, 223 Cal.App.4th 21, 166 Cal.Rptr.3d 800 (Cal. Ct. App. Jan. 21, 2014); *Wright v. Colville Tribal Enterprise Corp.*, 159 Wash.2d 108, 147 P.3d 1275 (2006); *Kiowa Tribe of Oklahoma v. Mfg. Technologies Inc.*, 523 U.S. 751, 754 (1998).

As a tribal government, the Modoc Tribe has interests in assuring that its lending practices are regulated for the protection of the consumer as well as the industry. Please be advised that 500FastCash is regulated by the laws of the Modoc Tribe of Oklahoma.

We are an electronic/internet company and prefer communication via email and facsimile.

**Fax: 800-405-0906**      **Email: [legal@500fastcash.com](mailto:legal@500fastcash.com)**

Thank you for your cooperation in using these methods of communication.



Accordingly, the Modoc Tribe has an interest in resolving this matter. A review of Ms. Phelps' account shows that all credits and debits were in accordance with her loan agreement and that the account is paid in full.

Based on the above, Red Cedar d/b/a 500FastCash considers this matter closed. Thank you for bringing it to our attention.

Sincerely,

500FastCash  
Legal Department

We are an electronic/internet company and prefer communication via email and facsimile.

**Fax: 800-405-0906**      **Email: [legal@500fastcash.com](mailto:legal@500fastcash.com)**

Thank you for your cooperation in using these methods of communication.

PLAIN GREEN, LLC  
P.O. Box 270  
Box Elder, MT 59521

**FACSIMILE FROM**  
**plain green**

Telephone: (406) 352-3313  
Fax: (406) 352-3314

To: Mr. Judah Griffin

Fax Number: 802-656-1423

Date: 5/28/14

Regarding: Ms. Jessica Gingras

Pages: 2

From: Sarah Parisian

Comments:

JUN 05 2014

2014-4132

The information in this facsimile may contain confidential information intended for the use of the recipient named above. If the reader of this message is not the intended recipient or representative responsible for delivering it to the recipient, you are hereby notified that any disclosure of the contents is strictly prohibited. If you have received this transmission in error, please call (406) 352-3313.



Plain Green, LLC  
93 Mack Road, Suite 600  
PO Box 270  
Box Elder, MT 59521

May 28, 2014

**Via Facsimile 802.656.1423**

State of Vermont  
Office of the Attorney General  
Public Protection Division  
Attn: Judah Griffin, Consumer Advisor  
146 University Place  
Burlington, Vermont 05405

Re: 2014-4132 Jessica Gingras

Dear Mr. Griffin:

Thank you for the opportunity to respond to your letter regarding a complaint filed by Ms. Phelps concerning Plain Green, LLC ("Plain Green"). Our tribal enterprises strive to provide excellent customer service, and we appreciate you informing us of Ms. Gingras' concerns.

By way of background, Plain Green is organized under the laws of the Chippewa Cree Tribe of the Rocky Boy's Indian Reservation of Montana, a federally recognized Indian Tribe. Plain Green, a limited liability company was created pursuant to the law of the Tribe and owned and operated by the Tribe exclusively on land owned by the Chippewa Cree. As such, Plain Green is an "arm of the Tribe", a sovereign Indian nation and is not subject to state law. See Colorado v. Cash Advance, No. 05CV 1143, slip op. (Denver Co. Dist. Ct. Feb. 18, 2012); Ameriloan v. Superior Court of Los Angeles County, 169 Cal. App. 4<sup>th</sup> 81 (Cal. Ct. App. 2008); Cash Advance v. State ex rel. Suthers, 242 P.3d 1099 (Colo. S. Ct. 2010).

All proper disclosures detailing the cost, interest rates, and applicable terms, were made and accepted by Ms. Gingras prior to the origination of this loan. Any payments made on this or prior loans were made according to the contracted rate and legal provisions of the Tribe will not be refunded.

It appears that Ms. Gingras entered into a binding consumer loan agreement with Plain Green, however we have offered what we believe is a mutually acceptable arrangement to bring this matter to a close. At this time we are awaiting Ms. Gingras' response.

Thank you for the opportunity to respond.

Sincerely,

Plain Green, LLC





Plain Green, LLC  
93 Mack Road, Suite 600  
PO Box 270  
Box Elder, MT 59521

RECEIVED  
MAY 28 2014  
Complaint # 2014-4184

May 27, 2014

**Via Facsimile 802.656.1423**

State of Vermont  
Office of the Attorney General  
Public Protection Division  
Attn: Judah Griffin, Consumer Advisor  
146 University Place  
Burlington, Vermont 05405

Re: 2014-4184 Carmen Phelps

Dear Mr. Griffin:

Thank you for the opportunity to respond to your letter regarding a complaint filed by Ms. Phelps concerning Plain Green, LLC ("Plain Green"). Our Tribal enterprises strive to provide excellent customer service. We appreciate you informing us of Ms. Phelps' concerns.

The issues presented in your letter were reviewed and it appears that the customer entered into a binding consumer loan agreement with Plain Green. All proper disclosures detailing the cost, interest rates, and applicable terms, were made and accepted by Ms. Phelps prior to the funding of this loan.

We have reached out to Ms. Phelps to offer a better explanation of our processes, fees and her questions regarding legality. We have also closed this loan from further activity. At this time we believe we have adequately addressed Ms. Phelps' complaint and consider this matter to be closed with the State of Vermont.

Sincerely,

Plain Green, LLC

PLAIN GREEN, LLC  
P.O. Box 270  
Box Elder, MT 59521

**FACSIMILE FROM**  
**plain green**

To: Mr. Judah Griffin

Fax Number: 802.656.1423

Date: 5/27/2014

Telephone: (406) 352-3313  
Fax: (406) 352-3314

Regarding: Ms. Carmen Phelps

Pages: 2

From: Sarah Parisian

Comments:

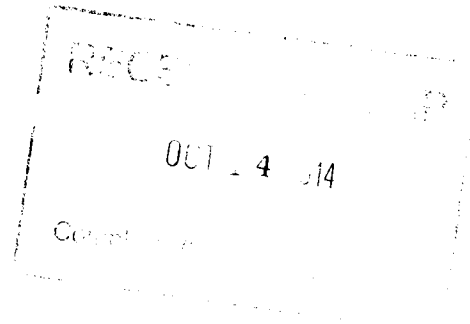
The information in this facsimile may contain confidential information intended for the use of the recipient named above. If the reader of this message is not the intended recipient or representative responsible for delivering it to the recipient, you are hereby notified that any disclosure of the contents is strictly prohibited. If you have received this transmission in error, please call (406) 352-3313.

October 7, 2014

Consumer Assistance Program  
103B Morrill Hall – UVM  
Burlington, VT 05405

Re:

2014-8711 Paula Houran  
2014-8464 Marcia Lyford  
2014-7954 Melissa Naramore  
2014-7619 Heather Urie  
2014-4571 Karen-Lynn Osborn  
2014-8177 Sheryl Wood  
2014-7982 Christine Bilbrey  
2014-6807 Angela Given  
2014-4914 Paul Collette



Dear Mr. Sorrell,

Plain Green, LLC ("Plain Green"), received your correspondence regarding its Vermont customers. As further explained in this letter, the Chippewa Cree Tribe of the Rocky Boy's Indian Reservation ("Tribe") exerts regulatory authority over all Tribal governmental lending enterprises and consumer protection issues, including complaints against its Tribal governmental enterprises. Plain Green respectfully requests that the State of Vermont, Office of the Attorney General send any complaints and other supporting documents from Plain Green customers, including those named herein, directly to the Chippewa Cree Tribal Consumer Protection Bureau. This will allow the Bureau to open an investigation and expeditiously resolve the complainants' issues.

### **Sovereignty**

The Tribe is a federally recognized Indian Tribe with a long-standing government-to-government relationship with the United States.<sup>1</sup> The Federal-Tribal trust relationship is based on the mutual respect of each government's inherent sovereign rights. Current federal policy upholds, respects, and promotes Tribal sovereign rights, including but not limited to the Tribe's rights to self-determination, self-governance and economic self-sufficiency. Plain Green serves as the governmental economic arm of the Tribe, generating Tribal governmental revenue that supports governmental services provided by the Tribe

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<sup>1</sup> See Federal Register. As a federally recognized tribe, the federal government acknowledges the Chippewa Cree Tribe has all the immunities and privileges that federally recognized Indian tribes have by virtue of the government-to-government relationship with the United States, as well as the inherent sovereign rights, responsibilities, powers, limitations and obligations of such tribes.

to its Tribal members. The Tribe oversees the business operations of Plain Green with the intent to bring long-term economic opportunities and stability to the Chippewa Cree.

Plain Green is organized and chartered by Tribal resolution in accordance with Tribal law. As a governmental economic arm of the Tribe, Plain Green enjoys the sovereign immunity of the Tribe and possesses all of the Tribe's rights, privileges, and immunities concerning federal, state, and local taxes, regulations, and jurisdiction to the same extent that the Tribe would have such rights, privileges, and immunities. The Tribe specifically and expressly conferred its sovereign immunity from suit to Plain Green.

Recently, the U.S. Supreme Court, in *Michigan v. Bay Mills Indian Community*, 572 U.S. \_\_\_, No. 12-515, (2014), fully endorsed the principles of tribal sovereignty and attendant immunity from civil suit by States, including its application to commercial activity **outside of reservation boundaries**.<sup>2</sup> The Court cited two hundred years of precedent, when it said: "Among the core aspects of sovereignty that tribes possess... is the common law immunity from suit traditionally enjoyed by sovereign powers."<sup>3</sup> Citing *Santa Clara Pueblo v. Martinez*, the Court said, "that immunity, we have explained, is 'a necessary corollary to Indian sovereignty and self-governance.'<sup>4</sup> Later, the Court added, "...[T]ribal immunity applies no less to suits brought by States...than to those by individuals."<sup>5</sup> The Court further explained, "We [also] declined...to make any exception for suits arising from a tribe's commercial activities, **even when they take place off Indian lands**."<sup>6</sup>

Because the United States Constitution vested the Legislative Branch with plenary power of Indian Affairs, states have no authority over tribal governments or tribal entities unless expressly authorized by Congress. Congress has certainly not authorized state departments to regulate tribal lending operations like Plain Green. While Indian Tribes and tribal businesses – like Plain Green – are not generally subject to state regulatory laws, including licensing requirements, please be assured that Plain Green's lending operations and practices are in full compliance with all existing applicable federal and Tribal consumer lending and protection laws. Plain Green is subject to regulation and oversight by the Chippewa Cree Tribal Consumer Protection Bureau, which pursuant to Tribal law, licenses and regulates Tribal governmental lending entities. In addition, Plain Green has an active operation compliance program that is designated to ensure compliance with all applicable consumer protection laws and industry best practices.

### **Tribal Jurisdiction and Consent**

Each of our customers expressly consent to tribal jurisdiction. The written loan agreements clearly and conspicuously designate all relevant facts and terms, including the term governing choice of law:

**"GOVERNING LAW; SEVERABILITY:** This Agreement and the Agreement to Arbitrate are governed by the Indian Commerce Clause of the Constitution of the United States of America and the laws of the Chippewa Cree Tribe. We do not have a presence in Montana or any

---

<sup>2</sup> See *Kiowa Tribe of Okla. v. Manufacturing Technologies, Inc.*, 523 U.S. 751, 756 (1998), holding that tribal sovereign immunity applied to both governmental and commercial activities taking place off-reservation with a dispute between a tribe and an individual. Emphasis added.

<sup>3</sup> *Id.* slip op. at 5

<sup>4</sup> *Id.*

<sup>5</sup> *Id.*

<sup>6</sup> *Id.*

other state of the United States of America. Neither this Agreement nor the Lender is subject to the laws of any state of the United States. If any provision of this Agreement is held unenforceable, including any provision of the Waiver of Jury Trial Arbitration Agreement, the remainder of this Agreement shall remain in full force and effect. The Lender may choose to voluntarily use certain federal laws as guidelines for the provision of services. Such voluntary use does not represent acquiescence of the Chippewa Cree Tribe to any federal law unless found expressly applicable to the operations of the Chippewa Cree Tribe offering such services.”

Furthermore, when each customer obtains a loan from Plain Green the customer selects a box indicating that:

“I understand, acknowledge and agree that Plain Green, LLC, is a tribal lending entity wholly owned by Chippewa Cree Tribe of the Rocky Boy’s Indian Reservation, Montana, a federally recognized tribe. I further understand, acknowledge and agree that this loan is governed by the laws of the Chippewa Cree Tribe and is not subject to the provisions or protections of the laws of my home state or any other state.”

#### **Installment Loans and Compliance**

Turning to the allegation that Plain Green is engaging in payday lending with Vermont residents – it is not. Plain Green is in the business of originating installment loans and has NEVER been in the business of originating payday loans. The installment loans are originated from the business’s website located at [www.plaingreenloans.com](http://www.plaingreenloans.com), from Plain Green’s business office and from its call center located on the Rocky Boy’s Reservation, as permitted by the laws of the Chippewa Cree Tribe and in compliance with (i) applicable federal and tribal consumer protection laws related to consumer lending and (ii) industry guidance and best practices, including areas related to payment and payment processing.

Payday loans are small dollar, short-term, high cost loans that are typically repaid in one payment within seven to thirty-five days, through a post-dated check or other similar method. Plain Green makes installment loans in variable amounts ranging from \$250 to \$3,000, which are repaid in substantially equal installments over terms ranging from approximately four to nineteen months. This is an important distinction. Plain Green is ONLY licensed under tribal law to provide installment loans and is not licensed to originate payday loans. More information on Plain Green’s Loan Cost and Terms can be found at [www.plaingreenloans.com/loan-cost-and-terms](http://www.plaingreenloans.com/loan-cost-and-terms).

In addition to complying with all applicable federal and tribal requirements, Plain Green is a member of the Native American Financial Services Association (NAFSA). Plain Green subscribes to and follows all of NAFSA’s Lending Best Practices guidelines. As a courtesy and as a showing of good faith that Plain Green is in compliance with all applicable federal and Tribal laws and regulations, we are forwarding your letter to the TCPB for the Commissioner’s review and response.

We are saddened that even a single Plain Green customer in the State of Vermont might be dissatisfied with Plain Green's product. However, our loans are not governed by the laws of the State of Vermont but are allowed by the laws of the Chippewa Cree Tribe. It is unfortunate that Vermont solicits complaints and advertises on its website baseless claims that Plain Green is engaged in illegal lending. It is our hope that this explanation helps Vermont to better understand the relevant laws and consents provided in this matter. We request that your office and the State of Vermont: (1) Refrain from intentionally interfering with our consumer relationships; (2) Remove Plain Green from your illegal lending list; (3) Refrain from associating Plain Green with Bear Paw Finance – no such association exists; and (4) Update State records to identify Plain Green as a legally licensed Tribal Lender.

Sincerely,

A handwritten signature in black ink that reads "Jamie D. Bedwell". The signature is written in a cursive style with a horizontal line underneath the name.

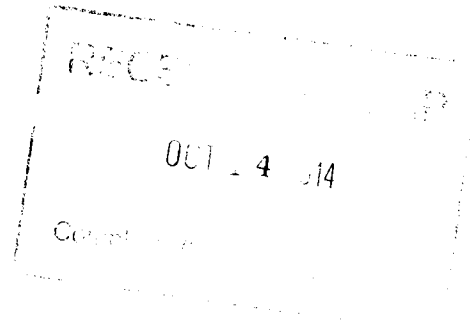
Jamie Bedwell, Esq.  
Plain Green LLC

October 7, 2014

Consumer Assistance Program  
103B Morrill Hall – UVM  
Burlington, VT 05405

Re:

2014-8711 Paula Houran  
2014-8464 Marcia Lyford  
2014-7954 Melissa Naramore  
2014-7619 Heather Urie  
2014-4571 Karen-Lynn Osborn  
2014-8177 Sheryl Wood  
2014-7982 Christine Bilbrey  
2014-6807 Angela Given  
2014-4914 Paul Collette



Dear Mr. Sorrell,

Plain Green, LLC ("Plain Green"), received your correspondence regarding its Vermont customers. As further explained in this letter, the Chippewa Cree Tribe of the Rocky Boy's Indian Reservation ("Tribe") exerts regulatory authority over all Tribal governmental lending enterprises and consumer protection issues, including complaints against its Tribal governmental enterprises. Plain Green respectfully requests that the State of Vermont, Office of the Attorney General send any complaints and other supporting documents from Plain Green customers, including those named herein, directly to the Chippewa Cree Tribal Consumer Protection Bureau. This will allow the Bureau to open an investigation and expeditiously resolve the complainants' issues.

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The Tribe is a federally recognized Indian Tribe with a long-standing government-to-government relationship with the United States.<sup>1</sup> The Federal-Tribal trust relationship is based on the mutual respect of each government's inherent sovereign rights. Current federal policy upholds, respects, and promotes Tribal sovereign rights, including but not limited to the Tribe's rights to self-determination, self-governance and economic self-sufficiency. Plain Green serves as the governmental economic arm of the Tribe, generating Tribal governmental revenue that supports governmental services provided by the Tribe

<sup>1</sup> See Federal Register. As a federally recognized tribe, the federal government acknowledges the Chippewa Cree Tribe has all the immunities and privileges that federally recognized Indian tribes have by virtue of the government-to-government relationship with the United States, as well as the inherent sovereign rights, responsibilities, powers, limitations and obligations of such tribes.

to its Tribal members. The Tribe oversees the business operations of Plain Green with the intent to bring long-term economic opportunities and stability to the Chippewa Cree.

Plain Green is organized and chartered by Tribal resolution in accordance with Tribal law. As a governmental economic arm of the Tribe, Plain Green enjoys the sovereign immunity of the Tribe and possesses all of the Tribe's rights, privileges, and immunities concerning federal, state, and local taxes, regulations, and jurisdiction to the same extent that the Tribe would have such rights, privileges, and immunities. The Tribe specifically and expressly conferred its sovereign immunity from suit to Plain Green.

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Because the United States Constitution vested the Legislative Branch with plenary power of Indian Affairs, states have no authority over tribal governments or tribal entities unless expressly authorized by Congress. Congress has certainly not authorized state departments to regulate tribal lending operations like Plain Green. While Indian Tribes and tribal businesses – like Plain Green – are not generally subject to state regulatory laws, including licensing requirements, please be assured that Plain Green's lending operations and practices are in full compliance with all existing applicable federal and Tribal consumer lending and protection laws. Plain Green is subject to regulation and oversight by the Chippewa Cree Tribal Consumer Protection Bureau, which pursuant to Tribal law, licenses and regulates Tribal governmental lending entities. In addition, Plain Green has an active operation compliance program that is designated to ensure compliance with all applicable consumer protection laws and industry best practices.

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<sup>2</sup> See *Kiowa Tribe of Okla. v. Manufacturing Technologies, Inc.*, 523 U.S. 751, 756 (1998), holding that tribal sovereign immunity applied to both governmental and commercial activities taking place off-reservation with a dispute between a tribe and an individual. Emphasis added.

<sup>3</sup> *Id.* slip op. at 5

<sup>4</sup> *Id.*

<sup>5</sup> *Id.*

<sup>6</sup> *Id.*



other state of the United States of America. Neither this Agreement nor the Lender is subject to the laws of any state of the United States. If any provision of this Agreement is held unenforceable, including any provision of the Waiver of Jury Trial Arbitration Agreement, the remainder of this Agreement shall remain in full force and effect. The Lender may choose to voluntarily use certain federal laws as guidelines for the provision of services. Such voluntary use does not represent acquiescence of the Chippewa Cree Tribe to any federal law unless found expressly applicable to the operations of the Chippewa Cree Tribe offering such services.”

Furthermore, when each customer obtains a loan from Plain Green the customer selects a box indicating that:

“I understand, acknowledge and agree that Plain Green, LLC, is a tribal lending entity wholly owned by Chippewa Cree Tribe of the Rocky Boy’s Indian Reservation, Montana, a federally recognized tribe. I further understand, acknowledge and agree that this loan is governed by the laws of the Chippewa Cree Tribe and is not subject to the provisions or protections of the laws of my home state or any other state.”

#### **Installment Loans and Compliance**

Turning to the allegation that Plain Green is engaging in payday lending with Vermont residents – it is not. Plain Green is in the business of originating installment loans and has NEVER been in the business of originating payday loans. The installment loans are originated from the business’s website located at [www.plaingreenloans.com](http://www.plaingreenloans.com), from Plain Green’s business office and from its call center located on the Rocky Boy’s Reservation, as permitted by the laws of the Chippewa Cree Tribe and in compliance with (i) applicable federal and tribal consumer protection laws related to consumer lending and (ii) industry guidance and best practices, including areas related to payment and payment processing.

Payday loans are small dollar, short-term, high cost loans that are typically repaid in one payment within seven to thirty-five days, through a post-dated check or other similar method. Plain Green makes installment loans in variable amounts ranging from \$250 to \$3,000, which are repaid in substantially equal installments over terms ranging from approximately four to nineteen months. This is an important distinction. Plain Green is ONLY licensed under tribal law to provide installment loans and is not licensed to originate payday loans. More information on Plain Green’s Loan Cost and Terms can be found at [www.plaingreenloans.com/loan-cost-and-terms](http://www.plaingreenloans.com/loan-cost-and-terms).

In addition to complying with all applicable federal and tribal requirements, Plain Green is a member of the Native American Financial Services Association (NAFSA). Plain Green subscribes to and follows all of NAFSA’s Lending Best Practices guidelines. As a courtesy and as a showing of good faith that Plain Green is in compliance with all applicable federal and Tribal laws and regulations, we are forwarding your letter to the TCPB for the Commissioner’s review and response.

We are saddened that even a single Plain Green customer in the State of Vermont might be dissatisfied with Plain Green's product. However, our loans are not governed by the laws of the State of Vermont but are allowed by the laws of the Chippewa Cree Tribe. It is unfortunate that Vermont solicits complaints and advertises on its website baseless claims that Plain Green is engaged in illegal lending. It is our hope that this explanation helps Vermont to better understand the relevant laws and consents provided in this matter. We request that your office and the State of Vermont: (1) Refrain from intentionally interfering with our consumer relationships; (2) Remove Plain Green from your illegal lending list; (3) Refrain from associating Plain Green with Bear Paw Finance – no such association exists; and (4) Update State records to identify Plain Green as a legally licensed Tribal Lender.

Sincerely,

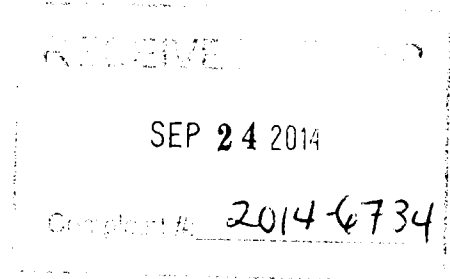
A handwritten signature in black ink that reads "Jamie D. Bedwell". The signature is written in a cursive style with a horizontal line underneath the name.

Jamie Bedwell, Esq.  
Plain Green LLC



151 Melacon Road, Marksville, LA 71351  
Phone: 318-253-7793 Fax: 318-253-5266 Email: Mobiloans.com

fax



TO:	Vermont Office of the Attorney General	FROM:	Vernon Simon
FAX:	802-656-1423	PAGES:	2
PHONE:	[Recipient phone number]	DATE:	9/18/2014
ATTN:	Mr. Anthony Bambara	CC:	

- Urgent
- For Review
- Please Comment
- Please Reply
- Please Recycle

Response for customer complaint Re: 2014-6734 filed by Roger Bosman



151 Melacon Road, Marksville, LA 71351  
Phone: 318-253-7793 Fax: 318-253-5266 Email: Mobiloans.com

September 18, 2014

**Via Facsimile: 802.656.1423**

Office of Attorney General, State of Vermont  
Public Protection Division  
Consumer Assistance Program  
Attn: Anthony Bambara  
146 University Place  
Burlington, Vermont 05405

Re: 2014-6734  
Consumer: Roger Bosman

Dear Mr. Bambara:

Thank you for the opportunity to address the concerns forwarded to your office by Mr. Roger Bosman #2014-6734.

By way of background, MobiLoans is a limited liability company organized under the laws of the Tunica-Biloxi Tribe of Louisiana ("Tribe"), a federally recognized Indian Tribe. MobiLoans is owned and operated by the Tribe, and operates exclusively on land owned by the Tribe.

We appreciate you informing us of the complaint you received. We strive to provide excellent customer service. We have reached out to Mr. Bosman to offer a better explanation of the terms and conditions he agreed to. At this time, we have reduced his account to a zero balance, bringing this matter to a close.

Thank you for the opportunity to respond.

Sincerely,

MobiLoans, LLC.

A handwritten signature in black ink, appearing to read "Vernon Simon", written over the printed name.

Vernon Simon  
MobiLoans, LLC.



151 Melacon Road, Marksville, LA 71351  
Phone: 318-253-7793 Fax: 318-253-5266 Email: Mobiloans.com

September 18, 2014

**Via Facsimile: 802.656.1423**

Office of Attorney General, State of Vermont  
Public Protection Division  
Consumer Assistance Program  
Attn: Anthony Bambara  
146 University Place  
Burlington, Vermont 05405

Re: 2014-6734  
Consumer: Roger Bosman

Dear Mr. Bambara:

Thank you for the opportunity to address the concerns forwarded to your office by Mr. Roger Bosman #2014-6734.

By way of background, MobiLoans is a limited liability company organized under the laws of the Tunica-Biloxi Tribe of Louisiana ("Tribe"), a federally recognized Indian Tribe. MobiLoans is owned and operated by the Tribe, and operates exclusively on land owned by the Tribe.

We appreciate you informing us of the complaint you received. We strive to provide excellent customer service. We have reached out to Mr. Bosman to offer a better explanation of the terms and conditions he agreed to. At this time, we have reduced his account to a zero balance, bringing this matter to a close.

Thank you for the opportunity to respond.

Sincerely,

MobiLoans, LLC.

A handwritten signature in black ink, appearing to read "Vernon Simon". The signature is written in a cursive style with a large, sweeping "V" at the beginning.

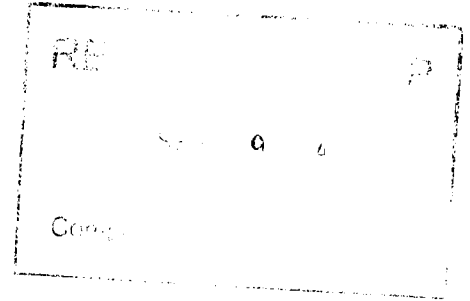
Vernon Simon  
MobiLoans, LLC.

# Lac Vieux Desert Band Of Lake Superior Chippewa Tribal Government

P.O. Box 249, Pow Wow Trail • Watersmeet, Michigan 49969 Phone:  
906-358-4577 • Fax: 906-358-4785



OFFICE OF GENERAL COUNSEL



August 22, 2014

**VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Mr. Judah Griffin  
Consumer Assistance Program  
146 University Place  
Burlington, VT 05405

**RE: Response to Letter Concerning Consumer Complaint of Margaret  
Harrington, Complaint # 2014-6797**

Dear Mr. Griffin:

We are in receipt of correspondence dated August 14, 2014 that was forwarded to my office on August 22, 2014 regarding Red Rock Tribal Lending, LLC, d/b/a Castlepayday.com (the "Company"). The purpose of this correspondence is to respond to your inquiry. We also take this opportunity to introduce you to our Company, and inform you of our business practices. In an attempt to resolve this matter favorably for the consumer, Margaret Harrington, her account has been "Charged Off" and updated to a status of "Paid in Full."

The Company, is a 100% tribally owned and operated entity of the Lac Vieux Desert Band of Lake Superior Chippewa Indians (the "Tribe"), registered and located on the Tribe's reservation in Watersmeet, Michigan (the "Reservation"). The Tribe is a federally-recognized sovereign American Indian tribe.<sup>1</sup> For your information, the Company is responsibly and lawfully engaged in consumer finance operating within the Tribe's Reservation and jurisdictional boundaries. The Company was established and operates in accordance with Tribal law for the economic benefit and self-sufficiency of the Tribe, its government, and its membership and is a wholly owned, managed, controlled and operated instrumentality of the Tribe.<sup>2</sup>

<sup>1</sup> 79 FED. REG. 4748, 4750. *See also* PL 100-420, 102 Stat. 1577 (Sept. 8, 1988).

<sup>2</sup> Unlike other entities that are widely publicized, but are undisputedly not wholly owned and operated by a federally recognized Indian tribe, the Company is a robust, fully functioning instrumentality of Lac Vieux Desert Band of Lake Superior Chippewa Indians, possessing all attributes of sovereignty related thereto.

As a sovereign nation, the Tribe has enacted laws allowing for and regulating consumer finance transactions in which the Company engages, and, therefore, is not subject to state law.<sup>3</sup>

Indeed, there is long-standing federal policy and precedent recognizing the inherent sovereignty of American Indian tribes.<sup>4</sup> “Indian tribes are ‘domestic dependent nations’ that exercise inherent sovereign authority over their members and territories.”<sup>5</sup> In exercising the Tribe’s sovereignty – that is, the power to establish laws and be governed by them – the Tribe endeavored to enact the Tribal Consumer Financial Services Regulatory Code, which expressly governs the Tribe’s and the Company’s consumer finance activities. Additionally, the Company voluntarily complies with all applicable federal consumer protection laws to ensure that it amply protects its customers and operates within the legal boundaries established by the United States to protect free industry as well as the American public. The Company strives to engage only in industry best practices and is overseen by a Regulatory Authority established pursuant to Tribal law that is specifically tasked with regulating the Company’s consumer finance activities, its relationship with its vendors, and its fair and equitable treatment of its customers.

While, as previously mentioned, state law is not enforceable as applied to the activities of the Company, we believe it important to inform you that the Company represents an effort of the Lac Vieux Desert Band of Lake Superior Chippewa Indians to create economic development and employment opportunities for its citizens. Like many American Indian tribes, the Tribe’s Reservation exists in territorial isolation on Michigan’s Upper Peninsula and lacks access to traditional forms of capital. Without the means to develop and invest in its Tribal lands, the Lac Vieux Desert Band of Lake Superior Chippewa community has not been able to obtain a sustainable capital base from which to provide basic governmental services for its people. Resultantly, the Tribe has struggled for decades to fulfill its duty to develop businesses and infrastructure, health care, and other vital services for its members.

The advent of e-commerce has created an opportunity for the Tribe to spur economic development on our Reservation despite its geographic isolation. As one of many industries developed by the Tribe, the offering of consumer finance products is a legal enterprise that provides a pathway to economic stability for our Tribe and Tribal members. Our consumer finance business provides a vital service to many Americans who would otherwise be without access to short-term financial assistance and in so doing creates economic and employment opportunities for our Tribal members.

Again, we assure you that the Company is regulated under, and in compliance with, the Lac Vieux Desert Band of Lake Superior Chippewa Tribal Consumer Financial Services Regulatory Code, and all relevant and applicable federal laws and regulations. As part of this regulation, the Company ensures that, when applying for and receiving a loan, consumers are provided extensive notice regarding the fact that the Company is owned and operated by a federally-recognized Indian tribe and that the customer is agreeing to be bound by Tribal law. To

<sup>3</sup> *California v. Cabazon Band of Mission Indians*, 480 U.S. 202 (1987); *People v. Miami Nation Enters.*, 233 Cal. App. 4th 21 (Jan. 21, 2014).

<sup>4</sup> *See, e.g., Johnson v. McIntosh*, 21 U.S. 543 (1823); *Three Affiliated Tribes of Ft. Berthold Reservation v. Wold Eng’g.*, 476 U.S. 877 (1986).

<sup>5</sup> *Okla. Tax Comm’n v. Citizen Band of Potawatomi Indian Tribe*, 498 U.S. 505, 509 (1991), citing *Cherokee Nation v. Georgia*, 30 U.S. 1, 13 (1831)

be sure, the consumer must affirmatively consent to rights afforded under the Lac Vieux Desert Band of Lake Superior Chippewa Tribal Consumer Financial Services Regulatory Code, including its consumer complaint procedures. Furthermore, we can attest that in offering our consumer finance products, the Company does not engage in excessive or abusive collection practices. Instead, the Company strives to engage only in industry best practices with respect to our customers.

We understand your obligation to inquire into the business practices of the Company on behalf of state consumers and we hope this letter provides you with a certain level of comfort from one sovereign to another. Moreover, we again stress that our Company is indeed compliant with applicable Tribal and federal laws and restate that state laws do not apply to our Company or in any way impact the sovereign laws of the Lac Vieux Desert Band of Lake Superior Chippewa Indians. Nevertheless, with regard to the consumer named in your correspondence of August 14, 2014, our Company has updated Ms. Harrington's account status to "Paid in Full."

We thank you for your inquiry and hope that you find the information that we have provided informative and instructive. Additionally, please be advised that our response to your letter, and the explanation provided in this correspondence is not to be deemed a waiver of the sovereign rights and privileges of the Tribe or the Company, all of which are expressly reserved. Please send any further correspondence regarding this matter to my attention at: Red Rock Tribal Lending, LLC, P.O. Box 704, Watersmeet, MI 49969.

Kindest regards,

A handwritten signature in black ink, appearing to read "Karrie S. Wichtman". The signature is fluid and cursive, with a long horizontal stroke at the end.

Ms. Karrie Wichtman, General Counsel  
Lac Vieux Desert Band of Lake Superior Chippewa Indians



**plain green**Plain Green, LLC  
93 Mack Road, Suite 600  
PO Box 255  
Box Elder, MT 59521

August 13, 2014

Via Facsimile 802.656.1423State of Vermont  
Office of the Attorney General  
Public Protection Division  
Attn: Anthony Bambara  
146 University Place  
Burlington, Vermont 05405

RECEIVED AT CAP

AUG 14 2014

Complaint #: \_\_\_\_\_

Re: 2014-6807 Consumer: Angela Given

Dear Mr. Bambara,

Thank you for the opportunity to respond to your letter regarding a complaint filed by Ms. Angela Given concerning Plain Green, LLC ("Plain Green"). We appreciate you informing us of Ms. Given's concerns.

By way of background, Plain Green is a limited liability company organized under the laws of the Chippewa Cree Tribe of the Rocky Boy's Indian Reservation of Montana ("Chippewa Cree"), a federally recognized Indian Tribe. Plain Green is owned and operated by the Chippewa Cree Tribe, and operates exclusively on land owned by the Tribe. As such, Plain Green is an "arm of the Tribe," a sovereign Indian nation and is not subject to state law.

Keeping financial and personal information secure and confidential is also one of our most important responsibilities, and we take that responsibility very seriously. To protect our customer's personal information from unauthorized access and use, we use security measures that comply with federal law.

The issues presented in your letter were reviewed and it appears that the customer entered into a binding consumer loan agreement with Plain Green. All proper disclosures detailing the cost, interest rates, and applicable terms, were made and accepted by Ms. Given prior to the funding of this loan. We have reached out to Ms. Given to offer a better explanation of our processes and fees and to inform her that currently, her account reflects a zero balance.

At this time we believe we have addressed Ms. Given's concerns and that this matter is to be closed with the State of Vermont.

Sincerely,

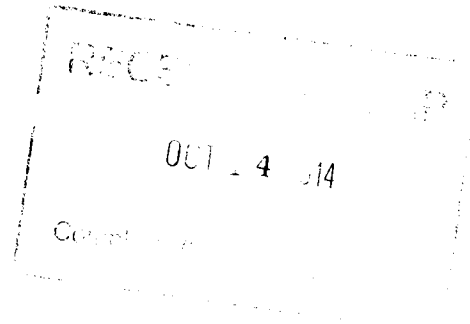
Plain Green, LLC

October 7, 2014

Consumer Assistance Program  
103B Morrill Hall – UVM  
Burlington, VT 05405

Re:

2014-8711 Paula Houran  
2014-8464 Marcia Lyford  
2014-7954 Melissa Naramore  
2014-7619 Heather Urie  
2014-4571 Karen-Lynn Osborn  
2014-8177 Sheryl Wood  
2014-7982 Christine Bilbrey  
2014-6807 Angela Given  
2014-4914 Paul Collette



Dear Mr. Sorrell,

Plain Green, LLC ("Plain Green"), received your correspondence regarding its Vermont customers. As further explained in this letter, the Chippewa Cree Tribe of the Rocky Boy's Indian Reservation ("Tribe") exerts regulatory authority over all Tribal governmental lending enterprises and consumer protection issues, including complaints against its Tribal governmental enterprises. Plain Green respectfully requests that the State of Vermont, Office of the Attorney General send any complaints and other supporting documents from Plain Green customers, including those named herein, directly to the Chippewa Cree Tribal Consumer Protection Bureau. This will allow the Bureau to open an investigation and expeditiously resolve the complainants' issues.

### Sovereignty

The Tribe is a federally recognized Indian Tribe with a long-standing government-to-government relationship with the United States.<sup>1</sup> The Federal-Tribal trust relationship is based on the mutual respect of each government's inherent sovereign rights. Current federal policy upholds, respects, and promotes Tribal sovereign rights, including but not limited to the Tribe's rights to self-determination, self-governance and economic self-sufficiency. Plain Green serves as the governmental economic arm of the Tribe, generating Tribal governmental revenue that supports governmental services provided by the Tribe

<sup>1</sup> See Federal Register. As a federally recognized tribe, the federal government acknowledges the Chippewa Cree Tribe has all the immunities and privileges that federally recognized Indian tribes have by virtue of the government-to-government relationship with the United States, as well as the inherent sovereign rights, responsibilities, powers, limitations and obligations of such tribes.

to its Tribal members. The Tribe oversees the business operations of Plain Green with the intent to bring long-term economic opportunities and stability to the Chippewa Cree.

Plain Green is organized and chartered by Tribal resolution in accordance with Tribal law. As a governmental economic arm of the Tribe, Plain Green enjoys the sovereign immunity of the Tribe and possesses all of the Tribe's rights, privileges, and immunities concerning federal, state, and local taxes, regulations, and jurisdiction to the same extent that the Tribe would have such rights, privileges, and immunities. The Tribe specifically and expressly conferred its sovereign immunity from suit to Plain Green.

Recently, the U.S. Supreme Court, in *Michigan v. Bay Mills Indian Community*, 572 U.S. \_\_\_, No. 12-515, (2014), fully endorsed the principles of tribal sovereignty and attendant immunity from civil suit by States, including its application to commercial activity **outside of reservation boundaries**.<sup>2</sup> The Court cited two hundred years of precedent, when it said: "Among the core aspects of sovereignty that tribes possess... is the common law immunity from suit traditionally enjoyed by sovereign powers."<sup>3</sup> Citing *Santa Clara Pueblo v. Martinez*, the Court said, "that immunity, we have explained, is 'a necessary corollary to Indian sovereignty and self-governance.'<sup>4</sup> Later, the Court added, "...[T]ribal immunity applies no less to suits brought by States...than to those by individuals."<sup>5</sup> The Court further explained, "We [also] declined...to make any exception for suits arising from a tribe's commercial activities, **even when they take place off Indian lands**."<sup>6</sup>

Because the United States Constitution vested the Legislative Branch with plenary power of Indian Affairs, states have no authority over tribal governments or tribal entities unless expressly authorized by Congress. Congress has certainly not authorized state departments to regulate tribal lending operations like Plain Green. While Indian Tribes and tribal businesses – like Plain Green – are not generally subject to state regulatory laws, including licensing requirements, please be assured that Plain Green's lending operations and practices are in full compliance with all existing applicable federal and Tribal consumer lending and protection laws. Plain Green is subject to regulation and oversight by the Chippewa Cree Tribal Consumer Protection Bureau, which pursuant to Tribal law, licenses and regulates Tribal governmental lending entities. In addition, Plain Green has an active operation compliance program that is designated to ensure compliance with all applicable consumer protection laws and industry best practices.

### **Tribal Jurisdiction and Consent**

Each of our customers expressly consent to tribal jurisdiction. The written loan agreements clearly and conspicuously designate all relevant facts and terms, including the term governing choice of law:

**"GOVERNING LAW; SEVERABILITY:** This Agreement and the Agreement to Arbitrate are governed by the Indian Commerce Clause of the Constitution of the United States of America and the laws of the Chippewa Cree Tribe. We do not have a presence in Montana or any

---

<sup>2</sup> See *Kiowa Tribe of Okla. v. Manufacturing Technologies, Inc.*, 523 U.S. 751, 756 (1998), holding that tribal sovereign immunity applied to both governmental and commercial activities taking place off-reservation with a dispute between a tribe and an individual. Emphasis added.

<sup>3</sup> *Id.* slip op. at 5

<sup>4</sup> *Id.*

<sup>5</sup> *Id.*

<sup>6</sup> *Id.*

other state of the United States of America. Neither this Agreement nor the Lender is subject to the laws of any state of the United States. If any provision of this Agreement is held unenforceable, including any provision of the Waiver of Jury Trial Arbitration Agreement, the remainder of this Agreement shall remain in full force and effect. The Lender may choose to voluntarily use certain federal laws as guidelines for the provision of services. Such voluntary use does not represent acquiescence of the Chippewa Cree Tribe to any federal law unless found expressly applicable to the operations of the Chippewa Cree Tribe offering such services.”

Furthermore, when each customer obtains a loan from Plain Green the customer selects a box indicating that:

“I understand, acknowledge and agree that Plain Green, LLC, is a tribal lending entity wholly owned by Chippewa Cree Tribe of the Rocky Boy’s Indian Reservation, Montana, a federally recognized tribe. I further understand, acknowledge and agree that this loan is governed by the laws of the Chippewa Cree Tribe and is not subject to the provisions or protections of the laws of my home state or any other state.”

#### **Installment Loans and Compliance**

Turning to the allegation that Plain Green is engaging in payday lending with Vermont residents – it is not. Plain Green is in the business of originating installment loans and has NEVER been in the business of originating payday loans. The installment loans are originated from the business’s website located at [www.plaingreenloans.com](http://www.plaingreenloans.com), from Plain Green’s business office and from its call center located on the Rocky Boy’s Reservation, as permitted by the laws of the Chippewa Cree Tribe and in compliance with (i) applicable federal and tribal consumer protection laws related to consumer lending and (ii) industry guidance and best practices, including areas related to payment and payment processing.

Payday loans are small dollar, short-term, high cost loans that are typically repaid in one payment within seven to thirty-five days, through a post-dated check or other similar method. Plain Green makes installment loans in variable amounts ranging from \$250 to \$3,000, which are repaid in substantially equal installments over terms ranging from approximately four to nineteen months. This is an important distinction. Plain Green is ONLY licensed under tribal law to provide installment loans and is not licensed to originate payday loans. More information on Plain Green’s Loan Cost and Terms can be found at [www.plaingreenloans.com/loan-cost-and-terms](http://www.plaingreenloans.com/loan-cost-and-terms).

In addition to complying with all applicable federal and tribal requirements, Plain Green is a member of the Native American Financial Services Association (NAFSA). Plain Green subscribes to and follows all of NAFSA’s Lending Best Practices guidelines. As a courtesy and as a showing of good faith that Plain Green is in compliance with all applicable federal and Tribal laws and regulations, we are forwarding your letter to the TCPB for the Commissioner’s review and response.

We are saddened that even a single Plain Green customer in the State of Vermont might be dissatisfied with Plain Green's product. However, our loans are not governed by the laws of the State of Vermont but are allowed by the laws of the Chippewa Cree Tribe. It is unfortunate that Vermont solicits complaints and advertises on its website baseless claims that Plain Green is engaged in illegal lending. It is our hope that this explanation helps Vermont to better understand the relevant laws and consents provided in this matter. We request that your office and the State of Vermont: (1) Refrain from intentionally interfering with our consumer relationships; (2) Remove Plain Green from your illegal lending list; (3) Refrain from associating Plain Green with Bear Paw Finance – no such association exists; and (4) Update State records to identify Plain Green as a legally licensed Tribal Lender.

Sincerely,

A handwritten signature in black ink that reads "Jamie D. Bedwell". The signature is written in a cursive style with a horizontal line underneath the name.

Jamie Bedwell, Esq.  
Plain Green LLC



FAX: 800-380-5592

Email: [legal@ameriloan.com](mailto:legal@ameriloan.com)

RECEIVED AT CAP

AUG 14 2014

Complaint #: \_\_\_\_\_

August 12, 2014

Anthony Bambara  
Consumer Advisor  
146 University Place  
Burlington, VT 05405  
Fax: (802) 656-1423

Re: **Angela Given**  
File No.: **2014-6836**

This is in response to your letter of August 04, 2014 regarding a complaint from Angela Given about Ameriloan. Ameriloan is a trade name of MNE Services, Inc. (MNES), a subdivision of the Miami Tribe of Oklahoma, a federally-recognized Indian Tribe located on Indian lands in the State of Oklahoma. 25 U.S.C. 479a, 79 F.R. 4748 (January 29, 2014).

As a tribal government, the Miami Tribe has interests in assuring that its lending practices are regulated for the protection of the consumer as well as the industry. Please be advised that MNES d/b/a Ameriloan is regulated by the laws of the Miami Tribe of Oklahoma.

MNES d/b/a Ameriloan maintains no business locations within the State of Vermont, and all loan transactions have been consummated within the jurisdiction of the Miami Tribe. Moreover, as a subdivision of a federally-recognized Indian tribe, MNES d/b/a Ameriloan is not subject to state process or suit based upon well-established principles of tribal sovereignty recognized as a matter of federal law. See, e.g., *Kiowa Tribe of Oklahoma v. Mfg. Technologies Inc.*, 523 U.S. 751, 754 (1998); *Wright v. Colville Tribal Enterprise Corp.*, 159 Wash.2d 108 (2006).

Nonetheless, the Miami Tribe has an interest in resolving this complaint. Accordingly, MNES d/b/a Ameriloan has addressed Ms. Given's complaint by removing her contact information from its databases and by writing off her account to a zero balance. As such, Ms. Given's account is now closed.

Based on the above actions, MNES d/b/a Ameriloan considers this matter closed. Thank you for your time.

Sincerely,  
Ameriloan Legal Department

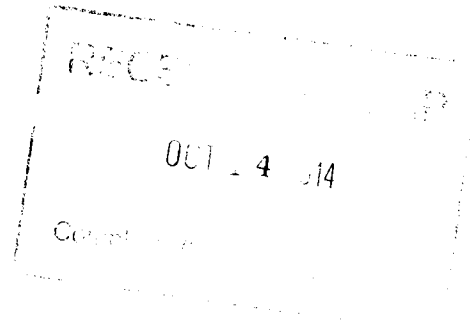
We are an electronic / internet company and all communication is handled via email and facsimile. Communications must be forwarded to the contact information provided above.

October 7, 2014

Consumer Assistance Program  
103B Morrill Hall – UVM  
Burlington, VT 05405

Re:

2014-8711 Paula Houran  
2014-8464 Marcia Lyford  
2014-7954 Melissa Naramore  
2014-7619 Heather Urie  
2014-4571 Karen-Lynn Osborn  
2014-8177 Sheryl Wood  
2014-7982 Christine Bilbrey  
2014-6807 Angela Given  
2014-4914 Paul Collette



Dear Mr. Sorrell,

Plain Green, LLC ("Plain Green"), received your correspondence regarding its Vermont customers. As further explained in this letter, the Chippewa Cree Tribe of the Rocky Boy's Indian Reservation ("Tribe") exerts regulatory authority over all Tribal governmental lending enterprises and consumer protection issues, including complaints against its Tribal governmental enterprises. Plain Green respectfully requests that the State of Vermont, Office of the Attorney General send any complaints and other supporting documents from Plain Green customers, including those named herein, directly to the Chippewa Cree Tribal Consumer Protection Bureau. This will allow the Bureau to open an investigation and expeditiously resolve the complainants' issues.

### **Sovereignty**

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to its Tribal members. The Tribe oversees the business operations of Plain Green with the intent to bring long-term economic opportunities and stability to the Chippewa Cree.

Plain Green is organized and chartered by Tribal resolution in accordance with Tribal law. As a governmental economic arm of the Tribe, Plain Green enjoys the sovereign immunity of the Tribe and possesses all of the Tribe's rights, privileges, and immunities concerning federal, state, and local taxes, regulations, and jurisdiction to the same extent that the Tribe would have such rights, privileges, and immunities. The Tribe specifically and expressly conferred its sovereign immunity from suit to Plain Green.

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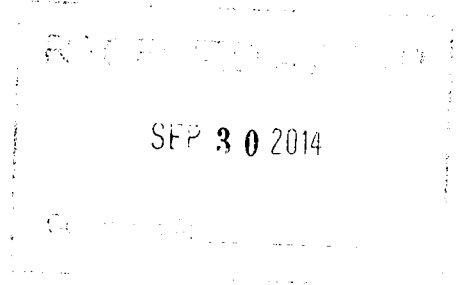
Sincerely,

A handwritten signature in black ink that reads "Jamie D. Bedwell". The signature is written in a cursive style with a horizontal line underneath the name.

Jamie Bedwell, Esq.  
Plain Green LLC



**ISLAND MOUNTAIN**  
**DEVELOPMENT GROUP**  
Office: 406.353.4350 Fax: 406.353.2208 ~ PO Box 552 Harlem, MT 59526



September 24, 2014

**VIA U.S. MAIL and FACSIMILE**

Jaclyn Ferland  
STATE OF VERMONT  
OFFICE OF THE ATTORNEY GENERAL  
PUBLIC PROTECTION DIVISION  
Consumer Assistance Program  
146 University Place  
Burlington, VT 05405  
Fax (802) 656-1423

**Re:** 2014-7949; *Melissa Naramore*

Dear Ms. Ferland:

We are in receipt of your September 2, 2014 letter sent by you to Riverbend Finance, LLC dba Riverbend Cash. Your letter references a consumer inquiry by customer Melissa Naramore and this letter serves as the response.

First, we must note that at this time, we do not lend in the state of Vermont. Also, we must respectfully note that Vermont law does not apply to Riverbend Finance, LLC dba Riverbend Cash. Rather, as clearly indicated on our website and expressly and clearly provided in the loan documents reviewed and executed by each customer, Riverbend Cash is a Tribal enterprise of the Ft. Belknap Indian Community, a federally-recognized sovereign American Indian Tribe located in rural northern Montana. Riverbend Finance, LLC dba Riverbend Cash is wholly-owned and controlled by the Tribe, established for the Tribe's benefit, and formed, regulated and operated pursuant to Tribal law. The exclusive business of Riverbend Finance, LLC dba Riverbend Cash is to provide short-term, small denomination installment loans to American consumers via the internet. As an economic arm of the tribe, the Riverbend Finance, LLC dba Riverbend Cash shares the Tribe's sovereign immunity and, therefore, is not subject

**Ferland**

September 24, 2014

Page | 2

to state investigation or enforcement action of any sort.<sup>1</sup> But, as a sovereign government, the Ft. Belknap Indian Community respects the concerns of other sovereigns raised to us and works hard to achieve a superior level of customer service with regard to its consumers.

We note that the Tribe is fully engaged in the regulation of its commercial and financial entities and that Riverbend Finance, LLC dba Riverbend Cash is fully compliant with Tribal law. Additionally, we can attest that our Tribal lending business does not engage in excessive or abusive collection practices. Rather, we are proud of our strong customer service record. We diligently work with our customers to resolve any inquiries and issues that have been brought to our attention in a timely manner.

With regard to Ms. Melissa Naramore, she is a repeat customer of Riverbend Cash, well versed in the terms and conditions of her short term loan as well as her payment options. Our last communication with Ms. Naramore was in 2013 when she requested and was funded a \$400 loan which she repaid shortly thereafter according to the repayment terms indicated in her signed loan agreement. Ms. Naramore repaid this loan without incident and if she were to have contacted us, we would have been more than happy to work with her on revising her repayment schedule or addressing any further concerns she may have had. If Ms. Naramore has any questions regarding her repayment in 2013, she is always invited to give us a call.

As noted above, Riverbend Finance, LLC dba Riverbend Cash is subject to robust consumer protection requirements. And we want to treat our customers well and earn their repeat business. In that regard, we view the Ft. Belknap Indian Community's and the State of Vermont's interests as aligned – both sovereigns are concerned about consumers. If you have any further questions or concerns, please do not hesitate to contact me.

Respectfully,



Michelle Fox,  
Riverbend Finance, LLC representative designated  
by the Tribal Council, Fort Belknap Indian  
Community

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<sup>1</sup> See *Kiowa Tribe of Oklahoma v. Mfg. Techs.*, 523 U.S. 751, 754 (1998); *Oklahoma Tax Comm'n v. Citizen Band of Potawatomi Indian Tribe*, 498 U.S. 505, 513 (1991); *Cash Adv. and Preferred Cash Loans v. Colorado ex. rel Suthers*, 242 P.3d 1099, 1102 (Colo. 2010).



# ISLAND MOUNTAIN

DEVELOPMENT GROUP

Office: 406.353.4350 Fax: 406.353.2208 ~ PO Box 552 Harlem, MT 59526

RECEIVED AT CAP

OCT 02 2014

Comptroller

September 24, 2014

**VIA U.S. MAIL and FACSIMILE**

Jaclyn Ferland  
STATE OF VERMONT  
OFFICE OF THE ATTORNEY GENERAL  
PUBLIC PROTECTION DIVISION  
Consumer Assistance Program  
146 University Place  
Burlington, VT 05405  
Fax (802) 656-1423

**Re:** 2014-7949; *Melissa Naramore*

Dear Ms. Ferland:

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**Ferland**

September 24, 2014

Page | 2

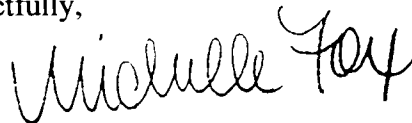
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Respectfully,



Michelle Fox,  
Riverbend Finance, LLC representative designated  
by the Tribal Council, Fort Belknap Indian  
Community

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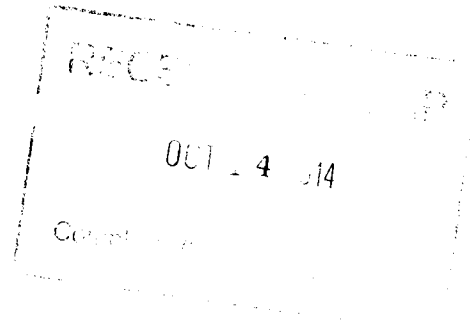
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October 7, 2014

Consumer Assistance Program  
103B Morrill Hall – UVM  
Burlington, VT 05405

Re:

2014-8711 Paula Houran  
2014-8464 Marcia Lyford  
2014-7954 Melissa Naramore  
2014-7619 Heather Urie  
2014-4571 Karen-Lynn Osborn  
2014-8177 Sheryl Wood  
2014-7982 Christine Bilbrey  
2014-6807 Angela Given  
2014-4914 Paul Collette



Dear Mr. Sorrell,

Plain Green, LLC ("Plain Green"), received your correspondence regarding its Vermont customers. As further explained in this letter, the Chippewa Cree Tribe of the Rocky Boy's Indian Reservation ("Tribe") exerts regulatory authority over all Tribal governmental lending enterprises and consumer protection issues, including complaints against its Tribal governmental enterprises. Plain Green respectfully requests that the State of Vermont, Office of the Attorney General send any complaints and other supporting documents from Plain Green customers, including those named herein, directly to the Chippewa Cree Tribal Consumer Protection Bureau. This will allow the Bureau to open an investigation and expeditiously resolve the complainants' issues.

### Sovereignty

The Tribe is a federally recognized Indian Tribe with a long-standing government-to-government relationship with the United States.<sup>1</sup> The Federal-Tribal trust relationship is based on the mutual respect of each government's inherent sovereign rights. Current federal policy upholds, respects, and promotes Tribal sovereign rights, including but not limited to the Tribe's rights to self-determination, self-governance and economic self-sufficiency. Plain Green serves as the governmental economic arm of the Tribe, generating Tribal governmental revenue that supports governmental services provided by the Tribe

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to its Tribal members. The Tribe oversees the business operations of Plain Green with the intent to bring long-term economic opportunities and stability to the Chippewa Cree.

Plain Green is organized and chartered by Tribal resolution in accordance with Tribal law. As a governmental economic arm of the Tribe, Plain Green enjoys the sovereign immunity of the Tribe and possesses all of the Tribe's rights, privileges, and immunities concerning federal, state, and local taxes, regulations, and jurisdiction to the same extent that the Tribe would have such rights, privileges, and immunities. The Tribe specifically and expressly conferred its sovereign immunity from suit to Plain Green.

Recently, the U.S. Supreme Court, in *Michigan v. Bay Mills Indian Community*, 572 U.S. \_\_\_, No. 12-515, (2014), fully endorsed the principles of tribal sovereignty and attendant immunity from civil suit by States, including its application to commercial activity **outside of reservation boundaries**.<sup>2</sup> The Court cited two hundred years of precedent, when it said: "Among the core aspects of sovereignty that tribes possess... is the common law immunity from suit traditionally enjoyed by sovereign powers."<sup>3</sup> Citing *Santa Clara Pueblo v. Martinez*, the Court said, "that immunity, we have explained, is 'a necessary corollary to Indian sovereignty and self-governance.'<sup>4</sup> Later, the Court added, "...[T]ribal immunity applies no less to suits brought by States...than to those by individuals."<sup>5</sup> The Court further explained, "We [also] declined...to make any exception for suits arising from a tribe's commercial activities, **even when they take place off Indian lands**."<sup>6</sup>

Because the United States Constitution vested the Legislative Branch with plenary power of Indian Affairs, states have no authority over tribal governments or tribal entities unless expressly authorized by Congress. Congress has certainly not authorized state departments to regulate tribal lending operations like Plain Green. While Indian Tribes and tribal businesses – like Plain Green – are not generally subject to state regulatory laws, including licensing requirements, please be assured that Plain Green's lending operations and practices are in full compliance with all existing applicable federal and Tribal consumer lending and protection laws. Plain Green is subject to regulation and oversight by the Chippewa Cree Tribal Consumer Protection Bureau, which pursuant to Tribal law, licenses and regulates Tribal governmental lending entities. In addition, Plain Green has an active operation compliance program that is designated to ensure compliance with all applicable consumer protection laws and industry best practices.

### **Tribal Jurisdiction and Consent**

Each of our customers expressly consent to tribal jurisdiction. The written loan agreements clearly and conspicuously designate all relevant facts and terms, including the term governing choice of law:

**"GOVERNING LAW; SEVERABILITY:** This Agreement and the Agreement to Arbitrate are governed by the Indian Commerce Clause of the Constitution of the United States of America and the laws of the Chippewa Cree Tribe. We do not have a presence in Montana or any

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other state of the United States of America. Neither this Agreement nor the Lender is subject to the laws of any state of the United States. If any provision of this Agreement is held unenforceable, including any provision of the Waiver of Jury Trial Arbitration Agreement, the remainder of this Agreement shall remain in full force and effect. The Lender may choose to voluntarily use certain federal laws as guidelines for the provision of services. Such voluntary use does not represent acquiescence of the Chippewa Cree Tribe to any federal law unless found expressly applicable to the operations of the Chippewa Cree Tribe offering such services.”

Furthermore, when each customer obtains a loan from Plain Green the customer selects a box indicating that:

“I understand, acknowledge and agree that Plain Green, LLC, is a tribal lending entity wholly owned by Chippewa Cree Tribe of the Rocky Boy’s Indian Reservation, Montana, a federally recognized tribe. I further understand, acknowledge and agree that this loan is governed by the laws of the Chippewa Cree Tribe and is not subject to the provisions or protections of the laws of my home state or any other state.”

#### **Installment Loans and Compliance**

Turning to the allegation that Plain Green is engaging in payday lending with Vermont residents – it is not. Plain Green is in the business of originating installment loans and has NEVER been in the business of originating payday loans. The installment loans are originated from the business’s website located at [www.plaingreenloans.com](http://www.plaingreenloans.com), from Plain Green’s business office and from its call center located on the Rocky Boy’s Reservation, as permitted by the laws of the Chippewa Cree Tribe and in compliance with (i) applicable federal and tribal consumer protection laws related to consumer lending and (ii) industry guidance and best practices, including areas related to payment and payment processing.

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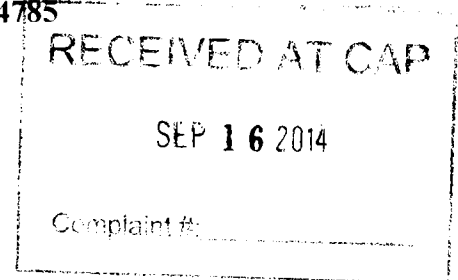
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Jamie Bedwell, Esq.  
Plain Green LLC

**Lac Vieux Desert Band Of Lake Superior Chippewa Tribal  
Government**

P.O. Box 249, Pow Wow Trail • Watersmeet, Michigan 49969

Phone: 906-358-4577 • Fax: 906-358-4785



OFFICE OF GENERAL COUNSEL

September 11, 2014

**VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Ms. Briana Patten  
Consumer Assistance Program  
146 University Place  
Burlington, Vermont 05405

Ms. Melissa Naramore  
121 Jules Dr.  
Newport, Vermont 05855

**RE: Response to Letter Concerning Consumer Complaint of Melissa Naramore,  
Complaint # 2014-7971**

Dear Ms. Patten:

We are in receipt of correspondence dated September 3, 2014 that was forwarded to my office on September 10, 2014 regarding Red Rock Tribal Lending, LLC, d/b/a Castlepayday.com (the "Company"). The purpose of this correspondence is to more fully explain the position of the Company that the loan is indeed enforceable and legally valid, as it pertains to Ms. Naramore, we would like to take this time to introduce our Company to you and offer information regarding our business practices. Moreover, we offer you information related to the dispute resolution provisions agreed to by your client in which she may pursue a complaint against the Company in writing addressed to the Tribal Financial Services Regulatory Authority at P.O. Box 249, Watersmeet, Michigan 49969. However, in an effort to resolve this in a manner that is most favorable to Ms. Naramore, the Company has updated Ms. Naramore's account to a status of "Paid in Full;" therefore concluding her business with the Company. We would like to more fully explain the position of the Company, that the loan and related fees are indeed enforceable and legally valid.

The Company, is a 100% tribally owned and operated entity of the Lac Vieux Desert Band of Lake Superior Chippewa Indians (the "Tribe"), registered and located on the Tribe's reservation in Watersmeet, Michigan (the "Reservation"). The Tribe is a federally-recognized

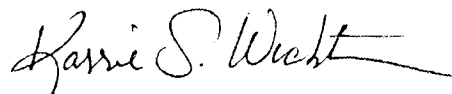
access to short-term financial assistance and in so doing creates economic and employment opportunities for our Tribal members.

Again, we assure you that the Company is regulated under, and in compliance with, the Lac Vieux Desert Band of Lake Superior Chippewa Tribal Consumer Financial Services Regulatory Code, and all relevant and applicable federal laws and regulations. As part of this regulation, the Company ensures that, when applying for and receiving a loan, consumers are provided extensive notice regarding the fact that the Company is owned and operated by a federally-recognized Indian tribe and that the customer is agreeing to be bound by Tribal law. To be sure, the consumer must affirmatively consent to rights afforded under the Lac Vieux Desert Band of Lake Superior Chippewa Tribal Consumer Financial Services Regulatory Code, including its consumer complaint procedures. Furthermore, we can attest that in offering our consumer finance products, the Company does not engage in excessive or abusive collection practices. Instead, the Company strives to engage only in industry best practices with respect to our customers.

We understand your obligation to inquire into the business practices of the Company on behalf of Vermont consumers and we hope this letter provides you with a certain level of comfort from one sovereign to another. Moreover, we again stress that our Company is indeed compliant with applicable Tribal and federal laws. With regard to the consumer named in your correspondence of September 3, 2014, our Company has charged off and updated Ms. Naramore's account status to "Paid in Full."

We thank you for your inquiry and hope that you find the information that we have provided informative and instructive. Additionally, please be advised that our response to your letter, and the explanation provided in this correspondence is not to be deemed a waiver of the sovereign rights and privileges of the Tribe or the Company, all of which are expressly reserved. Please send any further correspondence regarding this matter to my attention at: Red Rock Tribal Lending, LLC, P.O. Box 704, Watersmeet, MI 49969.

Kindest regards,



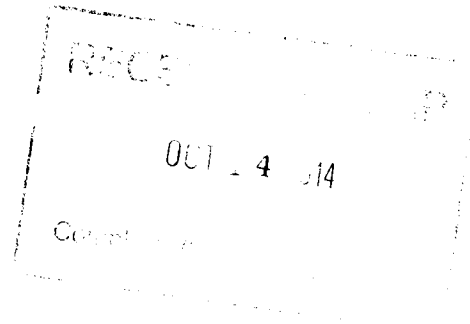
Ms. Karrie Wichtman, General Counsel  
Lac Vieux Desert Band of Lake Superior Chippewa Indians

October 7, 2014

Consumer Assistance Program  
103B Morrill Hall – UVM  
Burlington, VT 05405

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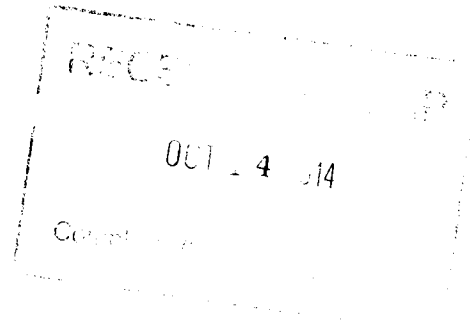


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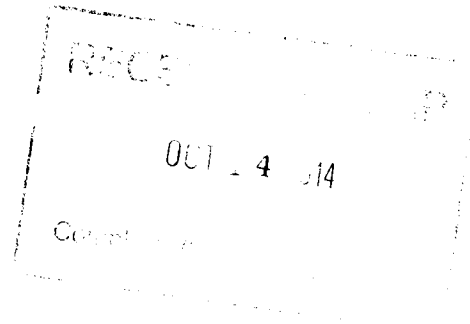
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The Tribe is a federally recognized Indian Tribe with a long-standing government-to-government relationship with the United States.<sup>1</sup> The Federal-Tribal trust relationship is based on the mutual respect of each government's inherent sovereign rights. Current federal policy upholds, respects, and promotes Tribal sovereign rights, including but not limited to the Tribe's rights to self-determination, self-governance and economic self-sufficiency. Plain Green serves as the governmental economic arm of the Tribe, generating Tribal governmental revenue that supports governmental services provided by the Tribe

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<sup>1</sup> See Federal Register. As a federally recognized tribe, the federal government acknowledges the Chippewa Cree Tribe has all the immunities and privileges that federally recognized Indian tribes have by virtue of the government-to-government relationship with the United States, as well as the inherent sovereign rights, responsibilities, powers, limitations and obligations of such tribes.

to its Tribal members. The Tribe oversees the business operations of Plain Green with the intent to bring long-term economic opportunities and stability to the Chippewa Cree.

Plain Green is organized and chartered by Tribal resolution in accordance with Tribal law. As a governmental economic arm of the Tribe, Plain Green enjoys the sovereign immunity of the Tribe and possesses all of the Tribe's rights, privileges, and immunities concerning federal, state, and local taxes, regulations, and jurisdiction to the same extent that the Tribe would have such rights, privileges, and immunities. The Tribe specifically and expressly conferred its sovereign immunity from suit to Plain Green.

Recently, the U.S. Supreme Court, in *Michigan v. Bay Mills Indian Community*, 572 U.S. \_\_\_, No. 12-515, (2014), fully endorsed the principles of tribal sovereignty and attendant immunity from civil suit by States, including its application to commercial activity **outside of reservation boundaries**.<sup>2</sup> The Court cited two hundred years of precedent, when it said: "Among the core aspects of sovereignty that tribes possess... is the common law immunity from suit traditionally enjoyed by sovereign powers."<sup>3</sup> Citing *Santa Clara Pueblo v. Martinez*, the Court said, "that immunity, we have explained, is 'a necessary corollary to Indian sovereignty and self-governance.'<sup>4</sup> Later, the Court added, "...[T]ribal immunity applies no less to suits brought by States...than to those by individuals."<sup>5</sup> The Court further explained, "We [also] declined...to make any exception for suits arising from a tribe's commercial activities, **even when they take place off Indian lands**."<sup>6</sup>

Because the United States Constitution vested the Legislative Branch with plenary power of Indian Affairs, states have no authority over tribal governments or tribal entities unless expressly authorized by Congress. Congress has certainly not authorized state departments to regulate tribal lending operations like Plain Green. While Indian Tribes and tribal businesses – like Plain Green – are not generally subject to state regulatory laws, including licensing requirements, please be assured that Plain Green's lending operations and practices are in full compliance with all existing applicable federal and Tribal consumer lending and protection laws. Plain Green is subject to regulation and oversight by the Chippewa Cree Tribal Consumer Protection Bureau, which pursuant to Tribal law, licenses and regulates Tribal governmental lending entities. In addition, Plain Green has an active operation compliance program that is designated to ensure compliance with all applicable consumer protection laws and industry best practices.

### **Tribal Jurisdiction and Consent**

Each of our customers expressly consent to tribal jurisdiction. The written loan agreements clearly and conspicuously designate all relevant facts and terms, including the term governing choice of law:

**"GOVERNING LAW; SEVERABILITY:** This Agreement and the Agreement to Arbitrate are governed by the Indian Commerce Clause of the Constitution of the United States of America and the laws of the Chippewa Cree Tribe. We do not have a presence in Montana or any

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<sup>2</sup> See *Kiowa Tribe of Okla. v. Manufacturing Technologies, Inc.*, 523 U.S. 751, 756 (1998), holding that tribal sovereign immunity applied to both governmental and commercial activities taking place off-reservation with a dispute between a tribe and an individual. Emphasis added.

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<sup>4</sup> *Id.*

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other state of the United States of America. Neither this Agreement nor the Lender is subject to the laws of any state of the United States. If any provision of this Agreement is held unenforceable, including any provision of the Waiver of Jury Trial Arbitration Agreement, the remainder of this Agreement shall remain in full force and effect. The Lender may choose to voluntarily use certain federal laws as guidelines for the provision of services. Such voluntary use does not represent acquiescence of the Chippewa Cree Tribe to any federal law unless found expressly applicable to the operations of the Chippewa Cree Tribe offering such services.”

Furthermore, when each customer obtains a loan from Plain Green the customer selects a box indicating that:

“I understand, acknowledge and agree that Plain Green, LLC, is a tribal lending entity wholly owned by Chippewa Cree Tribe of the Rocky Boy’s Indian Reservation, Montana, a federally recognized tribe. I further understand, acknowledge and agree that this loan is governed by the laws of the Chippewa Cree Tribe and is not subject to the provisions or protections of the laws of my home state or any other state.”

#### **Installment Loans and Compliance**

Turning to the allegation that Plain Green is engaging in payday lending with Vermont residents – it is not. Plain Green is in the business of originating installment loans and has NEVER been in the business of originating payday loans. The installment loans are originated from the business’s website located at [www.plaingreenloans.com](http://www.plaingreenloans.com), from Plain Green’s business office and from its call center located on the Rocky Boy’s Reservation, as permitted by the laws of the Chippewa Cree Tribe and in compliance with (i) applicable federal and tribal consumer protection laws related to consumer lending and (ii) industry guidance and best practices, including areas related to payment and payment processing.

Payday loans are small dollar, short-term, high cost loans that are typically repaid in one payment within seven to thirty-five days, through a post-dated check or other similar method. Plain Green makes installment loans in variable amounts ranging from \$250 to \$3,000, which are repaid in substantially equal installments over terms ranging from approximately four to nineteen months. This is an important distinction. Plain Green is ONLY licensed under tribal law to provide installment loans and is not licensed to originate payday loans. More information on Plain Green’s Loan Cost and Terms can be found at [www.plaingreenloans.com/loan-cost-and-terms](http://www.plaingreenloans.com/loan-cost-and-terms).

In addition to complying with all applicable federal and tribal requirements, Plain Green is a member of the Native American Financial Services Association (NAFSA). Plain Green subscribes to and follows all of NAFSA’s Lending Best Practices guidelines. As a courtesy and as a showing of good faith that Plain Green is in compliance with all applicable federal and Tribal laws and regulations, we are forwarding your letter to the TCPB for the Commissioner’s review and response.

We are saddened that even a single Plain Green customer in the State of Vermont might be dissatisfied with Plain Green's product. However, our loans are not governed by the laws of the State of Vermont but are allowed by the laws of the Chippewa Cree Tribe. It is unfortunate that Vermont solicits complaints and advertises on its website baseless claims that Plain Green is engaged in illegal lending. It is our hope that this explanation helps Vermont to better understand the relevant laws and consents provided in this matter. We request that your office and the State of Vermont: (1) Refrain from intentionally interfering with our consumer relationships; (2) Remove Plain Green from your illegal lending list; (3) Refrain from associating Plain Green with Bear Paw Finance – no such association exists; and (4) Update State records to identify Plain Green as a legally licensed Tribal Lender.

Sincerely,

A handwritten signature in black ink that reads "Jamie D. Bedwell". The signature is written in a cursive style with a horizontal line underneath the name.

Jamie Bedwell, Esq.  
Plain Green LLC

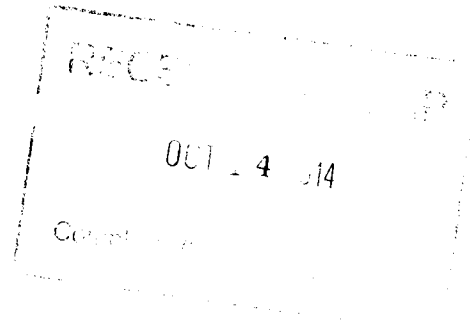


October 7, 2014

Consumer Assistance Program  
103B Morrill Hall – UVM  
Burlington, VT 05405

Re:

2014-8711 Paula Houran  
2014-8464 Marcia Lyford  
2014-7954 Melissa Naramore  
2014-7619 Heather Urie  
2014-4571 Karen-Lynn Osborn  
2014-8177 Sheryl Wood  
2014-7982 Christine Bilbrey  
2014-6807 Angela Given  
2014-4914 Paul Collette



Dear Mr. Sorrell,

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Plain Green LLC