

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MICHAEL BOCK,
on behalf of Plaintiff and the class
members described herein,

Plaintiff,

v.

Case No. 1:22-cv-01758

WLCC LENDING FDL d/b/a
FIRST DAY LOANS;
WAKPAMNI LAKE COMMUNITY
CORPORATION;
WAKPAMNI LAKE COMMUNITY
CORPORATION II d/b/a WLCC II;
GENEVA LONE HILL;
BRETT A. CRANDALL III;
RAYCEN RAINES, III, also known as
RAYCEN AMERICAN HORSE RAINES
and formerly known as RAYCEN
BALLARD; and JOHN DOES 1-20;

Defendants.

COMPLAINT – CLASS ACTION

1. Plaintiff, Michael Bock, brings this action against Defendants (a) WLCC Lending FDL d/b/a First Day Loans; (b) Wakpamni Lake Community Corporation; (c) Wakpamni Lake Community Corporation II d/b/a WLCC II; (d) Geneva Lone Hill; (e) Brett A. Crandall III; (f) Raycen Raines, III, also known as Raycen American Horse Raines and formerly known as Raycen Ballard; and (g) John Does 1-20 to secure redress for usurious and illegal loans (such as Exhibit A) made to Illinois residents.

2. Plaintiff seeks a declaratory judgment that the loans are void and an injunction against their collection (Count I), damages pursuant to the Illinois Interest Act, 815 ILCS 205/6 (Count II), damages and injunctive and declaratory relief pursuant to the Illinois Predatory Loan Prevention Act, 815 ILCS 123/15-1-1 et seq., and the Illinois Consumer Fraud Act, 815 ILCS 505/1 et seq. (Count III – the Predatory Loan Prevention Act provides that violations are a violation of

the Illinois Consumer Fraud Act), and treble damages under RICO (Count IV).

JURISDICTION AND VENUE

3. The Court has subject matter jurisdiction under 28 U.S.C. §1331, 18 U.S.C. §1964, 28 U.S.C. §1337, and 28 U.S.C. §1367. Jurisdiction may also exist under 28 U.S.C. §1332(d), in that the amount in controversy on a classwide basis exceeds \$5 million, exclusive of interest and costs, and in that there are believed to be over 100 members of the class, all of whom are of diverse citizenship to Defendants.

4. This Court has personal jurisdiction over each Defendant because they knowingly participated in the making of unlawful loans to Illinois residents.

5. Venue is proper because acts to collect the loans impacted Plaintiff in the Northern District of Illinois.

6. As set forth below, Defendants operate interactive websites through which they sought to and did make loans to Illinois residents. The use of an interactive website which permits Illinois residents (but not residents of specified other states) to apply for loans, along with the making and collecting of loans within the state, establishes a purposeful availment of Illinois and is sufficient to establish personal jurisdiction over the defendants responsible for the site. *Toys “R” Us, Inc., v. Step Two*, 318 F.3d 446, 454 (3rd Cir. 2003).

PARTIES

7. Plaintiff Michael Bock is a natural person who at all times relevant has resided in Sugar Grove, Illinois.

8. Defendant Wakpamni Lake Community Corporation (“WLCC”) is a corporation organized under the law of the Oglala Tribe.

9. Defendant Wakpamni Lake Community Corporation II (“WLCC II”) is a corporation organized under the law of the Oglala Tribe.

10. Defendant Geneva Lone Hill (“Hill”) is a citizen of South Dakota believed to reside at 453 Batesland Housing, Batesland, SD 57716. On information and belief, Hill is president of the

Wakpamni Lake Community Corporation (“WLCC”).

11. Defendant Raycen Raines, III, also known as Raycen American Horse Raines and formerly known as Raycen Ballard (“Raines”), is a citizen of South Dakota believed to reside at 3503 or 3505 Chapel Hill Road, Rapid City, SD 57702. On information and belief, he is a board member and Chief Executive Officer of WLCC.

12. On information and belief, Raines has taken a lead role in originating the Internet lending business complained of herein, and in organizing WLCC and WLCC II and acquiring capital for lending.

13. Defendant Bret A. Crandall (“Crandall”) is an individual believed to be a citizen of Maryland and to reside at 1707 Randall Dr., Solon, IA 52333-9424, or 1413 Foxwood Court, Annapolis, MD 21409. On information and belief, he is employed by WLCC as director of compliance.

14. John Does 1-20 are other natural or artificial persons who participated in the Internet lending scheme complained of herein.

FACTS RELATING TO INTERNET LENDING BUSINESS

15. Raines, Hill and others developed a plan to make illegal high-interest loans over the Internet, while evading liability for such loans by using the tribal immunity of the Oglala Sioux tribe.

16. Raines and Hill initially asked the Economic Development Office of the Oglala Sioux Tribe to enter into a business arrangement for the conduct of a high-interest consumer lending business.

17. The Economic Development Office declined to enter into any such business arrangement.

18. Raines and Hill thereupon formed WLCC and later WLCC II.

19. While these purport to be tribal entities, they are in fact operating contrary to the wishes of tribal authorities.

20. The actual lending operations were carried out and continue to be carried out in

locations other than tribal lands.

21. All customer payments were processed through Cash Cloud, LLC, a now-defunct Arizona entity with no tribal affiliation, and then Cash Cloud, Inc., an Arizona corporation.

22. Other locations used to conduct the lending operations are in Utah, Texas, Canada and Belize. For example, demands on wage assignments have purported to come from 215 East Center Street, Blanding, Utah.

23. The operations that are not conducted on tribal land include lead generation, marketing, funding, underwriting, payment processing, and collection.

24. No member of the Tribe participates in the day to day lending operations.

25. Raines and Hill made Crandall director of compliance for WLCC. Crandall devised and implemented the lending practices engaged in by WLCC and WLCC II.

26. WLCC and WLCC II formed and conducted a series of lending operations that were either subsidiaries or assumed names, and which change from time to time. These included:

- a. WLCC II d/b/a Arrowhead Advance.
- b. WLCC Lending FDL d/b/a Fast Day Loans.
- c. WLCC Lending BGL d/b/a Bison Green Lending.
- d. WLCC Lending JEM d/b/a Explore Credit.
- e. WLCC Lending FHC, d/b/a Fox Hills Cash.
- f. WLCC Lending AIL d/b/a Good Loans Fast.
- g. WLCC Lending TLP d/b/a Rapid Loan.
- h. Black Hawk Financial d/b/a Title Loan Fast.
- i. WLCC Lending MSS d/b/a MyBackWallet.
- j. WLCC Lending GEG d/b/a TheGanEdenGroup.com;
- k. Checkadvanceusa.net;
- l. WLCC Lending CFC d/b/a Consumer First Credit;
- m. Green Circle Lending;

- n. Rolling Plains Cash;
- o. Cash on Cloud 9;
- p. Easy Cash Online Store;
- q. BaysideCash.com;
- r. Whisper Rock, LLC;
- s. BeachsideCash.com;
- t. Blvdcash.com;
- u. Fast Money Store;
- v. FiresideCash.com;
- w. Seaside Dollar;
- x. SeasidePayday.com;
- y. WLCC Lending MFT d/b/a Merit Financial Trust;
- z. WLCC Lending MFT d/b/a Ocean Park Funding;

27. Each of these entities claims that it is “an entity of the Wakpamni Lake Community Corporation (WLCC), a tribal corporation wholly owned by the Wakpamni Lake Community.” WLCC claims to be entitled to the sovereign immunity of the Oglala Sioux Tribe. (Exhibit B)

28. In fact, the Oglala Tribe receives no benefit from the lending operations.

29. WLCC and WLCC II receive a small fee for each loan made.

30. All profits from the lending activities are received by non-members of the Tribe.

31. The funds lent are transferred by ACH credit to the borrowers’ bank accounts throughout the United States.

32. Repayment of the loans is made by ACH debit from the borrowers’ bank accounts throughout the United States.

**SOVEREIGN IMMUNITY AS A DEFENSE
TO STATE USURY LAWS AND “RENT-A-TRIBE SCHEMES”**

33. An entity must function as a legitimate “arm of the tribe” in order to fall under that tribe’s sovereign immunity. *See Breakthrough Mgmt. Grp., Inc. v. Chukchansi Gold Casino & Resort*, 629 F.3d 1173, 1183 (10th Cir. 2010).

34. To determine if a particular entity is entitled to sovereign immunity, the majority of courts have adopted the framework laid out in *Breakthrough*, which analyzed “(1) [the entities’] method of creation; (2) their purpose; (3) their structure, ownership, and management, including the amount of control the tribe has over the entities; (4) whether the tribe intended for the entities to have tribal sovereign immunity; (5) the financial relationship between the tribe and the entities; and (6) whether the purposes of tribal sovereign immunity are served by granting immunity to the entities.” *Breakthrough* at 1183, 1187-88.

35. An entity that “actually operates to enrich primarily persons outside the tribe or only a handful of tribal leaders” shows that it is not entitled to immunity. *People ex rel. Owen v. Miami Nation Enterprises*, 2 Cal. 5th 222, 211 Cal. Rptr. 3d 837, 386 P.3d 357 (2016).

36. These so-called “tribal lenders” usually do not survive scrutiny when examined closely, since virtually all business functions occur far from tribal land, by nontribal members, and overwhelmingly benefit non-tribal members to such a degree that tribal involvement is effectively nil.

37. Where non-tribal individuals and entities control and manage the substantive lending functions, provide the lending capital necessary to support the operation, and bear the economic risk associated with the operation, they are not in fact “operated” by Native American tribes and, therefore, are not shielded by sovereign immunity.

38. Further, sovereign immunity, even if legitimately invoked, still does not turn an otherwise illegal loan into a legal one. *See, e.g., United States v. Neff*, 787 F. App’x 81 (3d Cir. 2019) (upholding criminal convictions of two individuals engaged in an online payday lending rent-a-tribe

scheme; sovereign immunity does not transform illegal loans into legal ones, and “reasonable people would know that collecting unlawful debt is unlawful”).

39. Attempting to circumvent state interest rate caps by fraudulently hiding behind tribal sovereign immunity has been found to constitute criminal conduct. On October 13, 2017, a jury in the U.S. District Court for the Southern District of New York convicted Scott Tucker and Timothy Muir on 14 felony counts for their operation of a network of tribal lending companies. *See United States v. Tucker, et al.*, No. 1:16-cr-00091-PKC (S.D.N.Y). The conviction was affirmed in *United States v. Grote*, 961 F.3d 105 (2d Cir. 2020).

DEFENDANTS' LOANS

40. WLCC III d/b/a Arrowhead Advance makes loans through its website, www.arrowheadadvance.com, to consumers at interest rates in excess of 600% annually. (Exhibit A)

41. On or about November 24, 2021, WLCC III d/b/a Arrowhead Advance made a loan to Plaintiff (Exhibit A) for \$1,050. The loan would result in repayment of \$4,895.98 if paid twice-monthly for eight months. The total interest charged would be \$3,845.98, which according to WLCC III d/b/a Arrowhead Advance equates to an annual percentage rate of 667.52%.

42. The loan agreement (Exhibit A) is a standard form.

43. The loan was made for personal purposes and not for business purposes.

44. The principal amount was transferred to Plaintiff's bank account in Illinois via ACH.

45. The loan was made entirely via Internet.

46. The loan was to be repaid via ACH.

47. Plaintiff made seven of the payments, including interest.

48. Defendants' lending does not actually occur on the Tribe's reservation.

49. A significant majority of the transaction occurs within the State of Illinois – applying for the loan and receiving and collecting the funds.

50. The place where a consumer is located when he or she submits an application via an

online portal with a Native American tribe determines where the transaction takes place for jurisdictional purposes. *California v. Iipay Nation of Santa Ysabel*, 898 F.3d 960, 968 (9th Cir. 2018) (“However, the patrons’ act of placing a bet or wager on a game of DRB while located in California constitutes gaming activity that is not located on Indian lands, violates the UIGEA, and is not protected by IGRA.”).

ILLINOIS PROHIBITIONS ON PREDATORY LOANS

51. Effective March 23, 2021, the Illinois Predatory Loan Prevention Act made it unlawful for anyone other than a bank to make loans to Illinois residents at annual percentage rates in excess of 36%. 815 ILCS 123/15-1-1 et seq. “Any loan made in violation of this Act is null and void and no person or entity shall have any right to collect, attempt to collect, receive, or retain any principal, fee, interest, or charges related to the loan.” 815 ILCS 123/15-5-10.

52. Under 815 ILCS 123/15-10-5(b), “Any violation of this Act, including the commission of an act prohibited under Article 5, constitutes a violation of the Consumer Fraud and Deceptive Business Practices Act.”

53. Both before and after March 23, 2021, it was unlawful for anyone who did not have a bank or credit union charter or a consumer lending license issued by the Illinois Department of Financial and Professional Regulation to make loans at more than 9% interest. 815 ILCS 122/1-15, 4-5; 205 ILCS 670/1.

54. Any loans to Illinois residents at more than 9% that are made by unlicensed persons are void and unenforceable. 205 ILCS 670/20(d) (“Notwithstanding any other provision of this Section, if any person who does not have a license issued under this [Consumer Instalment Loan] Act makes a loan pursuant to this Act to an Illinois consumer, then the loan shall be null and void and the person who made the loan shall have no right to collect, receive, or retain any principal, interest, or charges related to the loan.”); 815 ILCS 122/4-10(h) (“(h) Notwithstanding any other provision of this Section, if a lender who does not have a license issued under this [Payday Loan Reform] Act makes a loan pursuant to this Act to an Illinois consumer, then the loan shall be null

and void and the lender who made the loan shall have no right to collect, receive, or retain any principal, interest, or charges related to the loan.”).

55. Any loans to Illinois residents at more than 9% that are made by unlicensed lenders violate the Interest Act, 815 ILCS 205/4, and are subject to statutory damages under 815 ILCS 205/6.

56. Illinois has a criminal usury statute defines the making of a loan by unlicensed persons at more than 20% interest as a felony. 720 ILCS 5/17-59 (formerly 720 ILCS 5/39-1 et seq). It applies to a person who “while either within or outside the State, by his own conduct or that of another for which he is legally accountable,” engages in conduct that amounts to an offense if “the offense is committed either wholly or partly within the State.” 720 ILCS 5/1-5.

57. Contracts made in violation of licensing requirements intended to protect the public, or in violation of criminal laws imposing substantial penalties, are void. *Chatham Foot Specialists, P.C. v. Health Care Serv. Corp.*, 216 Ill. 2d 366, 380, 837 N.E.2d 48 (2005). Neither choice of law clauses or other contractual devices can be used to avoid invalidation of loans made at criminally usurious rates. *Madden v. Midland Funding, LLC*, 11cv8149, 2017 WL 758518, at *11 (S.D.N.Y. Feb. 27, 2017) (“That New York chose to criminalize such conduct is further evidence that its usury prohibition is a fundamental public policy.”); *MacDonald v. CashCall, Inc.*, 16cv2781, 2017 WL 1536427, *7 (D.N.J., April 28, 2017).

58. The Illinois Department of Financial and Professional Regulation has repeatedly brought cases against unlicensed out of state tribal and other lenders that make loans via the Internet or similar means to Illinois residents in Illinois. *E.g.*, *In the Matter of Red Leaf Ventures, LLC*, No. 12 CC 569 (<https://www.idfpr.com/dfi/ccd/Discipline/RedLeafVenturesCDOOrder12CC569.pdf>), *In the Matter of Money Mutual, LLC*, No. 12 CC 408 (<https://www.idfpr.com/dfi/ccd/Discipline/MoneyMutualCDOOrder12CC408.pdf>); *In the Matter of Hammock Credit Services*, No. 12 CC 581 (<https://www.idfpr.com/dfi/ccd/Discipline/HammockCreditCDOOrder12CC581.pdf>); *In the Matter of Makes Cents, Inc., d/b/a Maxlend*, No. 17 CC 133 (<https://www.idfpr.com/dfi/>

[CCD/Discipline/17CC133%20-%20Make%20Cents%20dba%20Maxlend%20Cease%20and%20De
sist%20Order%20Bob%208%2016%202017.pdf](#)

**COUNT I - DECLARATORY AND INJUNCTIVE
RELIEF AGAINST ILLEGAL CONDUCT**

59. Plaintiff incorporates paragraphs 1-58.

60. This claim is against all Defendants.

61. There is a controversy between Plaintiff and the class, on the one hand, and Defendants, on the other, as to whether Plaintiff must repay the outstanding loans made to them (Exhibit A, in Plaintiff's case).

62. Declaratory relief will resolve such controversy.

63. An injunction is necessary to prevent Defendants from taking any action to collect the void debts.

CLASS ALLEGATIONS

64. Plaintiff brings this claim on behalf of a class, pursuant to Fed.R.Civ.P. 23(a) and (b)(2).

65. The class consists of (a) all individuals with Illinois addresses (b) to whom a loan was made in the name of WLCC II d/b/a Arrowhead Advance at more than 9% interest (c) which loan has not been paid in full.

66. Plaintiff may alter the class definition to conform to developments in the case and discovery.

67. The class is so numerous that joinder of all members is not practicable. On information and belief, based on the making of loans over the Internet using form documents, there are at least 40 class members.

68. There are questions of law and fact common to the class members, which common questions predominate over any questions relating to individual class members. The predominant common questions are whether Defendants engage in a practice of making and

attempting to collect illegal loans.

69. Plaintiff will fairly and adequately represent the class members. Plaintiff has retained counsel experienced in class actions and consumer credit litigation.

70. Plaintiff's claims are typical of the claims of the class members. All are based on the same factual and legal theories.

71. Defendants have acted on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate.

72. The class is entitled to a declaration that Defendants are not entitled to collect on the loans described, an injunction against any further collection efforts by Defendants, and restitution of all such amounts collected by Defendants.

WHEREFORE, the Court should enter judgment in favor of Plaintiff and the class and against Defendants for:

- i. Injunctive relief;
- ii. Declaratory relief;
- iii. Restitution of all amounts collected on the loans from members of the class;
- iv. Costs of suit; and
- v. Such other and further relief as the Court deems proper.

COUNT II – ILLINOIS INTEREST ACT

73. Plaintiff incorporates paragraphs 1-58.

74. This claim is against all Defendants.

75. Defendants contracted for and collected loans at more than 9% interest from Plaintiff and the class members, in violation of 815 ILCS 205/4.

76. Plaintiff and the class members are entitled to statutory damages under 815 ILCS 205/6.

CLASS ALLEGATIONS

77. Plaintiff brings this claim on behalf of a class, pursuant to Fed.R.Civ.P. 23(a) and (b)(3).

78. The class consists of (a) all individuals with Illinois addresses (b) to whom a loan was made in the name of WLCC II d/b/a Arrowhead Advance at more than 9% interest (c) which loan is still outstanding or has been paid on or after a date two years prior to the filing of suit.

79. Plaintiff may alter the class definition to conform to developments in the case and discovery.

80. The class is so numerous that joinder of all members is not practicable. On information and belief, based on the making of loans over the Internet using form documents, there are at least 40 class members.

81. There are questions of law and fact common to the class members, which common questions predominate over any questions relating to individual class members. The predominant common questions are whether Defendants engage in a practice of making and attempting to collect illegal loans.

82. Plaintiff will fairly and adequately represent the class members. Plaintiff has retained counsel experienced in class actions and consumer credit litigation.

83. Plaintiff's claims are typical of the claims of the class members. All are based on the same factual and legal theories.

84. A class action is superior for the fair and efficient adjudication of this matter, in that:

- a. Individual actions are not economically feasible.
- b. Members of the class are likely to be unaware of their rights.

WHEREFORE, the Court should enter judgment in favor of Plaintiff and the class and against Defendants for:

- i. Damages as provided in 815 ILCS 205/6.
- ii. Attorney's fees, litigation expenses and costs of suit; and

iii. Such other and further relief as the Court deems proper.

**COUNT III – PREDATORY LOAN PREVENTION ACT
AND ILLINOIS CONSUMER FRAUD ACT**

85. Plaintiff incorporates paragraphs 1-58.

86. This claim is against all Defendants.

87. Defendants contracted for and collected loans prohibited by the Illinois Predatory Loan Prevention Act.

88. Violation of the Predatory Loan Prevention Act is a violation of the Illinois Consumer Fraud Act, 815 ILCS 505/1 et seq.

CLASS ALLEGATIONS

89. Plaintiff brings this claim on behalf of a class, pursuant to Fed.R.Civ.P. 23(a) and (b)(3).

90. The class consists of (a) all individuals with Illinois addresses (b) to whom a loan was made in the name of WLCC II d/b/a Arrowhead Advance at more than 36% interest (all of its loans qualify) (c) on or after March 23, 2021.

91. Plaintiff may alter the class definition to conform to developments in the case and discovery.

92. The class is so numerous that joinder of all members is not practicable. On information and belief, based on the making of loans over the Internet using form documents, there are at least 40 class members.

93. There are questions of law and fact common to the class members, which common questions predominate over any questions relating to individual class members. The predominant common questions are whether Defendants engage in a practice of making and attempting to collect illegal loans.

94. Plaintiff will fairly and adequately represent the class members. Plaintiff has retained counsel experienced in class actions and consumer credit litigation.

95. Plaintiff's claim is typical of the claims of the class members. All are based on the same factual and legal theories.

96. A class action is superior for the fair and efficient adjudication of this matter, in that:

- a. Individual actions are not economically feasible.
- b. Members of the class are likely to be unaware of their rights;

WHEREFORE, the Court should enter judgment in favor of Plaintiff and the class and against Defendants for:

- i. Compensatory damages;
- ii. Punitive damages;
- iii. Attorney's fees, litigation expenses and costs of suit; and
- iv. Such other and further relief as the Court deems proper.

COUNT IV – RICO

97. Plaintiff incorporates paragraphs 1-58.

98. This claim is against Hill, Crandall and Raines, who are the RICO "persons."

99. All loans made in the name of WLCC II d/b/a Arrowhead Advance to Illinois residents are (a) unenforceable under Illinois law in whole or in part as to principal or interest because of the laws relating to usury, and (b) were incurred in connection with the business of lending money at a rate usurious under Illinois law, where (c) the usurious rate is at least twice the enforceable rate (9%).

100. The loans are therefore "unlawful debts" as defined in 18 U.S.C. §1961(6).

101. WLCC II d/b/a Arrowhead Advance is an enterprise affecting interstate commerce, in that it is located outside of Illinois and makes loans to Illinois residents via the Internet.

102. Defendants Hill, Crandall and Raines are associated with this enterprise, in that they direct the making of loans by WLCC II d/b/a Arrowhead Advance.

103. Defendants Hill, Crandall and Raines conducted or participated in the conduct of

the affairs of WLCC II d/b/a Arrowhead Advance through a pattern of collection of unlawful debt, as set forth above, in violation of 18 U.S.C. §1962(c).

104. Plaintiff was deprived of money as a result.

CLASS ALLEGATIONS

105. Plaintiff brings this claim on behalf of a class.

106. The class consists of (a) all individuals with Illinois addresses (b) to whom a loan was made in the name of WLCC II d/b/a Arrowhead Advance at more than 9% interest (c) which loan was made on or after a date 4 years prior to the filing of suit.

107. Plaintiff may alter the class definition to conform to developments in the case and discovery.

108. The class is so numerous that joinder of all members is not practicable. On information and belief, based on the making of loans over the Internet using form documents, there are at least 40 class members.

109. There are questions of law and fact common to the class members, which common questions predominate over any questions relating to individual class members. The predominant common questions are:

- a. Whether the loans at issue are “unlawful debts” as defined in RICO.
- b. Whether WLCC II d/b/a Arrowhead Advance is an “enterprise.”
- c. Whether Defendants Hill, Crandall and Raines are each associated with WLCC II d/b/a Arrowhead Advance.
- d. Whether Defendants Hill, Crandall and Raines each conducted or participated in the affairs of WLCC II d/b/a Arrowhead Advance through a pattern of making and collecting unlawful loans.

110. Plaintiff will fairly and adequately represent the class members. Plaintiff has retained counsel experienced in class actions and consumer credit litigation.

111. Plaintiff's claims are typical of the claims of the class members. All are based on the

same factual and legal theories.

112. A class action is superior for the fair and efficient adjudication of this matter, in that:

- a. Individual actions are not economically feasible.
- b. Members of the class are likely to be unaware of their rights.

WHEREFORE, the Court should enter judgment in favor of Plaintiff and the class and against Defendants for:

- i. Treble damages;
- ii. Attorney's fees, litigation expenses and costs of suit; and
- iii. Such other or further relief as the Court deems proper.

/s/ Daniel A. Edelman
Daniel A. Edelman

Daniel A. Edelman
Tara L. Goodwin
Matthew J. Goldstein
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(312) 739-4200
(312) 419-0379 (FAX)
Email address for service: courtecl@edcombs.com

JURY DEMAND

Plaintiff demands trial by jury.

/s/ Daniel A. Edelman
Daniel A. Edelman

NOTICE OF LIEN AND ASSIGNMENT

Please be advised that we claim a lien upon any recovery herein for 1/3 or such amount as a court awards. All rights relating to attorney's fees have been assigned to counsel.

/s/ Daniel A. Edelman
Daniel A. Edelman

DOCUMENT PRESERVATION DEMAND

Plaintiff hereby demands that each Defendant take affirmative steps to preserve all recordings, data, documents, and all other tangible things that relate to Plaintiff, class members, the events described herein, any third party associated with any telephone call, campaign, account, sale or file associated with Plaintiff, and any account or number or symbol relating to them. These materials are likely very relevant to the litigation of this claim. If any Defendant is aware of any third party that has possession, custody, or control of any such materials, Plaintiff demands that Defendant request that such third party also take steps to preserve the materials. This demand shall not narrow the scope of any independent document preservation duties of the Defendant.

/s/ Daniel A. Edelman
Daniel A. Edelman

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

MICHAEL BOCK, on behalf of Plaintiff and the class members described herein,

(b) County of Residence of First Listed Plaintiff Kane
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Edelman, Combs, Lattner & Goodwin, LLC
20 S. Clark St., Suite 1500 Chicago, IL 60603
(312) 739-4200 / courtcl@edcombs.com

DEFENDANTS

WLCC LENDING FDL d/b/a FIRST DAY LOANS; WAKPAMNI LAKE COMMUNITY CORPORATION; WAKPAMNI LAKE COMMUNITY CORPORATION II d/b/a WLCC II; et al.

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729 (a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input checked="" type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 448 Education PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION (Enter U.S. Civil Statute under which you are filing and write a brief statement of cause.)

18 U.S.C. §1964 (RICO)

VII. Previous Bankruptcy Matters (For nature of suit 422 and 423, enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this Court. Use a separate attachment if necessary.)**VIII. REQUESTED IN COMPLAINT:**

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

IX. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

X. This case (check one box) ☒ Is not a refile of a previously dismissed action ☐ is a refile of case number _____ previously dismissed by Judge _____
DATE 4/5/2022 SIGNATURE OF ATTORNEY OF RECORD Daniel A. Edelman

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; NOTE: federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the six boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. Do not cite jurisdictional statutes unless diversity. Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service

VII. Previous Bankruptcy Matters For nature of suit 422 and 423 enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this court. Use a separate attachment if necessary.

VIII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

IX. Related Cases. This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

X. Refiling Information. Place an "X" in one of the two boxes indicating if the case is or is not a refiling of a previously dismissed action. If it is a refiling of a previously dismissed action, insert the case number and judge.

Date and Attorney Signature. Date and sign the civil cover sheet.

EXHIBIT A

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of Your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to You or on Your behalf.	The amount You will have paid after making all payments as scheduled.
667.52%	\$3,845.98	\$1,050.00	\$4,895.98

Your Payment Schedule will be:

Payment	Amount of Payments	When Payments Are Due
1	\$326.42	12/15/2021
2	\$326.42	1/3/2022
3	\$326.42	1/18/2022
4	\$326.42	1/31/2022
5	\$326.42	2/15/2022
6	\$326.42	2/28/2022
7	\$326.42	3/15/2022
8	\$326.42	3/31/2022
9	\$326.42	4/15/2022
10	\$326.42	5/2/2022
11	\$326.42	5/16/2022
12	\$326.42	5/31/2022
13	\$326.42	6/15/2022
14	\$326.42	6/30/2022
15	\$326.10	7/15/2022

Late Charge: If a payment is 7 days or more late, you may be charged a late payment fee of \$35.

Prepayment: If you pay off early, you will not have to pay a penalty.

See this Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and any prepayment penalties.

All numerical disclosures except the Late Charge are estimates

ITEMIZATION OF AMOUNT FINANCED:

1. Amount given directly to you: **\$1,050.00** (the "Cash Advance")
2. Plus Amount paid on my loan account: **\$0.00**
3. Equal Amount Financed: **\$1,050.00**

WLCC II D/B/A ARROWHEAD ADVANCE

LOAN AGREEMENT**Lender:**

Name: WLCC II D/B/A Arrowhead Advance
Address: PO BOX 6048 Pine Ridge, SD 57770
Disbursement Date: 11/24/2021

Borrower:

Name: Michael Bock
Address: [REDACTED]

Effective Date: 11/26/2021

This is our Agreement with you regarding your loan. It contains important terms and conditions. You should read it carefully before you electronically sign it.

- ☒ By checking this box you understand that by entering into a transaction with WLCC II D/B/A Arrowhead Advance, you are agreeing to have the law of the Oglala Sioux Tribe govern this Loan. The law of the Oglala Sioux Tribe relating to lending does not limit the rate of interest or fees that may be charged; Arrowhead Advance is wholly owned by the Wakpamni Lake Community ("WLCC"), a local tribal government. As a tribal government, the WLCC is a sovereign corporation and follows all applicable tribal and federal laws. State laws, regulations, and interest rates are not applicable to Arrowhead Advance or WLCC. Please acknowledge that you have read and understand this disclosure by checking the box.

In this Loan Agreement (the "Agreement") the words "you" and "your" mean the borrower who has electronically signed it. The words "Lender", "we", "us" and "our" mean WLCC II D/B/A Arrowhead Advance. We are a sovereign enterprise, an economic development arm and instrumentality of, and wholly owned and controlled by, the Wakpamni Lake Community (the "Community"), a political subdivision of the Oglala Sioux Tribe (the "Tribe"), a federally-recognized sovereign American Indian Tribe.

This means that your loan is provided by a sovereign government and the proceeds of our business fund governmental services for Community citizens. All disclosures in this Agreement are also terms and conditions of this Agreement.

You must electronically sign this Loan Agreement and submit it to us with your application. We will then approve or deny your application. If we approve it, the proceeds of your loan will disbursed to you and this Agreement will be in full effect.

VERIFICATION. We reserve the right to verify the accuracy of all information you provide and to deny your loan application in case of any inaccuracy or omission in your loan application, or any other violation of this Agreement. We reserve the right to verify any information you submit through the production of appropriate documentation, and also reserve the right to conduct such verification through a third party. You hereby authorize us to request and obtain data from a third party to verify any information you provide us in connection with your application.

RIGHT TO CANCEL. You have the right to cancel this Agreement without cost within three days from the date we notify you that your application has been approved by us. If you decide to cancel this Agreement you must send us your notice of cancellation by email to customersupport@arrowheadadvance.com or by fax to (855) 744-6463 no later than midnight Central time on the second day after the Disbursement Date (the "Midnight Deadline"). You must also return all proceeds of your loan that you received by the Midnight Deadline. To return those amounts to us, your notice of cancellation must also include your authorization for us to use one of the payment methods you selected on your Disbursement and Payment Choice. If we do not receive your notice of cancellation and return of your loan proceeds by the Midnight Deadline, then this Agreement will remain in full force and effect.

TRUTH IN LENDING DISCLOSURES: The Truth-in-Lending Disclosures above are provided to you so that you may compare the cost of this loan to other loan products you might obtain in the United States. Our inclusion of these disclosures does not mean that we or any subsequent holder of this Agreement consent to application of state or U.S. federal law to us, to the loan, or this Agreement.

YOUR PROMISE TO PAY. You promise to pay to the order of Lender or any assignee of this Agreement from the Disbursement Date above the principal sum of **\$1,050.00** (Principal) plus interest (and any applicable fees) on the unpaid principal balance of the loan until the amount you owe under this Agreement is repaid in full (the Loan). You promise to repay this amount in installments in the amounts and on the dates set forth above in the Payment Schedule section of the Federal Truth in Lending Disclosure. You agree to make your payments using the method or methods you selected in your Disbursement and Payment Choice Authorization.

YOUR INTEREST CHARGES. You agree to pay interest on the outstanding Principal at a rate of 730.000000% per annum (the Contract Rate) from the Effective Date until paid in full. To figure interest, we divide the Interest Rate by 365, which equals a daily rate of 2.000000% (Daily Rate). We then multiply the Daily Rate by the outstanding principal balance. This gives us a daily interest charge. We then multiply the daily interest charge by the number of days the principal balance is outstanding. Interest accrues from the Effective Date to the date your loan is paid in-full. Late payments made after the due date will result in additional interest charges.

APPLICATION OF PAYMENTS. We will apply all payment we receive in the following order: (1) fees; (2) accrued and unpaid interest; and (3) principal. If you make an extra payment (in addition to your regularly scheduled installment payment) and you are not in default, we will apply the extra payment according to the order of payment described in this section.

ESTIMATES. All numerical disclosures in the Truth-in-Lending Disclosures are estimates made assuming that we disburse your loan proceeds on the Disbursement Date shown above.

REPAYMENT SCHEDULE. You must repay this Loan in payments according to the Payment Schedule set forth above in the Federal Truth-in-Lending Disclosure. Your payment shall be made up of Principal and interest repayments. The Truth-in-Lending Disclosures are calculated based on the assumption that you will make each payment on the date it is due.

PREPAYMENT. You may prepay all or part of the amount that you owe under this Agreement at any time without having to pay a penalty. Since finance charges are not precomputed, you will not be entitled to a prepayment refund. To arrange to prepay your loan in whole or in part, you must go online at www.arrowheadadvance.com or call us at (855) 744-6463 to alert us of your intention to make a prepayment and then follow our instructions. Partial prepayments will not change the amount or due date of your remaining payments until this Agreement is paid in full.

DISBURSEMENT. If your Loan is approved and we are able to verify your information, we will disburse your loan proceeds within 4 Business Days. A Business Day is a regular work day until 6:00 PM Eastern Time and does not include Saturday, Sunday or holidays. You authorize us to use commercially reasonable efforts to initiate a credit entry by depositing the proceeds of your Loan into the bank account or onto the payment instrument that you first authorized in your Disbursement and Payment Choice Authorization. The date that your loan proceeds are deposited to Your Bank Account or onto your payment instrument is the "Effective Date", which is set out above. Unavoidable delays such as bank holidays, the processing schedule of your individual bank, inadvertent processing errors, "acts of God" or "acts of terror" may extend the time for the deposit.

ALL SUMS DUE. If you fail to make your payments on time we can require you to pay your unpaid balance in full. We can also require you to pay your unpaid balance in full if you break any promise you made in this Agreement or if any statement that you made in your application or in connection with your loan is untrue or becomes untrue. This means that you must pay us all principal, finance charges and other amounts that you owe us.

LATE PAYMENT FEE. If your payment is 7 or more days late we may charge you a late payment fee of \$35.00.

RETURNED PAYMENT CHARGE. If your payment method is stopped, denied or otherwise dishonored, then you agree to pay us a returned payment fee of \$30.00. Your returned payment may also cause your payment to be late which could result in you also having to pay a late charge. Your bank may also charge you a fee.

CONSUMER REPORTS. You authorize us to obtain consumer reports about you now or in the future as long as you owe us money under this Agreement. We may use the consumer report for any purpose authorized by applicable law in connection with a credit transaction involving you and involving the extension of credit to you or review or collection of your account, including but not limited to (i) for authentication purposes, to make sure you are who you say you are, (ii) to make credit decisions; (iii) to determine how much debt you currently have, in order to determine your debt-to-income ratio, and (iv) to obtain information and characteristics from your credit report from one or more consumer credit reporting agencies. We may report information about your performance under this Agreement to credit reporting agencies. Late payments, missed payments and defaults may be reported. This may negatively impact your ability to receive loans or advances from other companies or to write checks.

CREDIT DISPUTES; IDENTITY THEFT. If you believe that any information about your loan that we have furnished to a consumer reporting agency is inaccurate, or if you believe that you have been the victim of identity theft in connection with any loan made by us, write to us at PO Box 6048 Pine Ridge, SD 57770. In your letter (i) provide your name and loan number, (ii) identify the specific information that is being disputed, (iii) explain the basis for the dispute and (iv) provide any supporting documentation you have that substantiates the basis of the dispute. If You believe that you have been the victim of identity theft, submit an identity theft affidavit or identity theft report.

ENTIRE AGREEMENT. This Agreement contains the entire agreement between you and us relating to it. Any change to this Agreement must be in writing and we must sign it. No oral changes are binding.

OTHER RIGHTS. We may delay enforcing any of our rights without losing them. We can enforce this Agreement against your heirs and legal representatives. We may assign this Agreement and our rights under it without notice to you and we don't need your consent.

ASSIGNMENT. We may assign or transfer this Agreement or any of our rights under this Agreement.

DEFAULT. Time is of the essence, and you will be in default under this Agreement (as it may be amended) if you do not make any payment when due. Upon default, we may, without notice or demand, declare the entire amount then unpaid immediately due and payable.

ATTORNEY FEES AND COLLECTION COSTS. If the Loan is in default as described above, and we pursue collection efforts against you, subject to applicable law, then you agree to pay all reasonable collection agency fees, court costs and other collection costs actually incurred by us and our agents, successors and assigns. If we refer your Loan to an attorney who is not our salaried employee for collection, you agree that we may charge and collect from you reasonable attorney fees incurred by us.

USURY SAVINGS CLAUSE. Notwithstanding any other provision herein, the aggregate interest rate of the Loan (including all charges or fees in connection with this Loan that are deemed in the nature of interest under applicable law) shall not exceed the highest lawful interest rate. If Lender contracts for, charges, or receives any consideration which constitutes interest in excess of the highest lawful rate, then any such excess shall be cancelled automatically and, if previously paid, shall at such Lender's option be applied to the outstanding amount of the Loan made hereunder or be refunded to you.

GOVERNING LAW. This Agreement is governed by the laws of the Oglala Sioux Nation of the Pine Ridge Reservation ("Tribal Law"), a federally recognized Indian Tribe and the Indian Commerce Clause of the United States Constitution and applicable federal law, and the Arbitration Agreement below is additionally governed by the Federal Arbitration Act (FAA) and the decisions of the United States Supreme Court interpreting the FAA. We do not have a presence in South Dakota or any 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. You agree to be bound by Tribal Law and in the event of a bona fide dispute between you and us, Tribal Law and applicable federal law shall exclusively apply to such dispute.

SOVEREIGN IMMUNITY. This Agreement together with any related documents are being submitted by you to us as a sovereign enterprise, an economic development arm and instrumentality of the Community which shares in the governmental sovereign immunity of the Tribe. Because we and the Tribe are entitled to sovereign immunity, you will be limited as to what claims, if any, you may be able to assert against us. To encourage resolution of consumer complaints, any complaint may be submitted by you or on your behalf to arbitration as described below.

PRESERVATION OF SOVEREIGN IMMUNITY It is the express intention of the Community and us operating as an economic arm of the Community, to fully preserve, and not waive other than as expressly provided in this Agreement, our sovereign

governmental immunity from suit, and any other rights, titles, privileges, and immunities, to which we or the Community are entitled. To protect and preserve the rights of the parties, no person may assume a waiver of sovereign immunity. No waiver is or can be made except by express written declaration of the Community's governing Council specifically authorizing a waiver for the matter in question. Except as pertaining to a single, potential arbitration between you, as an individual consumer, and us, no such waiver has been made with respect to this Agreement, your Disbursement and Payment Choice Authorization or any other related document.

TELEPHONE CALLS AND TEXT MESSAGES REGARDING YOUR LOAN. You agree that we may monitor and/or record any of your phone conversations with any of our representatives. We may use automated telephone dialing, text messaging systems and electronic mail to provide messages to You about payment due dates, missed payments, options to amend this Agreement and other important information. The telephone messages are played by a machine automatically when the telephone is answered, whether answered by You or someone else. These messages may also be recorded by Your answering machine. By providing us with your cell or mobile telephone number, you authorize us to contact you from time to time regarding your application and loan at that number using text messages. Standard text messaging and/or calling charges by your communications carrier may apply. You may withdraw your consent to receive text messages by calling us at (855) 744-6463 or emailing us at customersupport@arrowheadadvance.com. We will not impose any fee to process the withdrawal of your consent to receive text messages. Any withdrawal of your consent to use text messages will be effective only after we have a reasonable period of time to process your withdrawal.

HOW TO UPDATE YOUR RECORDS. You must notify us immediately if your cell phone number changes or you give your cell phone to someone else. You may update your cell number by calling us at (855) 744-6463 or sending an email to customersupport@arrowheadadvance.com. If you give us an inaccurate cell number, you will hold us and our employees, agents, and related parties harmless from all claims, costs, or losses that may result. Your obligations under this section will survive termination of this Agreement.

ADVERTISING OR TELEMARKETING TEXT MESSAGES AND TELEPHONE CALLS. By signing this section, you consent to our sending you advertising and telemarketing text messages to the mobile phone number you have provided below. You also consent to our making advertising or telemarketing calls to you at your mobile phone number using automatic telephone dialing system or an artificial or prerecorded voice.

- ☐ Your checking this box will be deemed to be your signature acknowledging your consent to receive advertising and telemarketing text messages and telephone calls as described above to your mobile phone at [REDACTED]

You are **not required to consent** to advertising or telemarketing text messages or calls to obtain credit or other services from us. At any time, you may withdraw your consent to receive advertising or marketing text messages or marketing calls to the mobile number provided by calling us at (855) 744-6463 or emailing us at customersupport@arrowheadadvance.com.

You understand that: any Text Messages we send you may be accessed by anyone with access to your Text Messages; and your mobile phone service provider may charge you fees for Text Messages that we send you, and you agree that we shall have no liability for the cost of any Text Messages.

Please notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else.

OPT-OUT or STOP. This policy applies to the text messages sent by WLCC II d/b/a Arrowhead Advance to our customers while and after they use our product. If you wish to stop receiving advertising and marketing text messages from WLCC II d/b/a Arrowhead Advance, reply to any text message we have sent you and in the reply text simply type STOP. If you wish to stop receiving all text messages from WLCC II d/b/a Arrowhead Advance, including those with information about payment due dates or missed payments, type STOP ALL in the reply text you send us. Any withdrawal of your consent to send text messages will be effective in one day.

HELP OR SUPPORT. If at any time you need our contact information or information on how to stop text messages, reply to any text we sent you and in the reply simply type HELP. Upon receiving your text message we will send you a text with this information. We will send you no more than 10 advertising or telemarketing text messages or calls each week. In general, the messages we send to you provide you with information about your account, ways to reduce your payments, and potential offers and opportunities. Some of the text messages we send you may include links to websites. To access these websites you will need a web browser and internet access.

BANKRUPTCY. You promise that You are not currently a debtor in any bankruptcy proceeding, you are not contemplating bankruptcy and you have not consulted with an attorney regarding a potential bankruptcy filing in the past six months. You must provide any notice(s) of any future bankruptcy petition and all subsequent filings, motions, orders or correspondence to Us at PO Box 6048 Pine Ridge, SD 57770. You agree that any other written or oral communication concerning a bankruptcy is null and void and of no effect.

COMMITMENT TO CUSTOMER SERVICE. We believe our customer service team should be able to make things right for our customers. We would prefer that you contact us first with any questions or concerns regarding your loan. We will work diligently to try to effectively resolve any questions or issues that you have. Please direct any questions, issues or disputes in the first instance to our management, in writing at disputeresolution@arrowheadadvance.com or by fax at (855) 747-5748 and we will do our best to help you quickly. If you have already contacted Customer Service in an attempt to resolve an issue or concern and still need additional assistance, please contact the Wakpamni Lake Community Consumer Complaint Tribal Hotline at 1 - (800) 677-3860 between the hours of 9 AM and 5 PM Central Time. If this is your first call to Customer Service, please call (855) 744-6463.

BINDING CONFIDENTIAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

Most customer concerns can be resolved by calling our customer service department. In the event that customer service is unable to resolve a complaint to your satisfaction, this Agreement explains how Claims can be resolved through optional dispute resolution or arbitration. It includes an arbitration provision and a class action waiver. You may reject the Arbitration Agreement by sending us written notice within 60 days after receiving your funds. See Your Right to Opt Out below.

"Claim" means any current or future claim, claim or controversy with us relating to your account, this Agreement, or account servicing, and includes but is not limited to: (1) initial claims, counterclaims, crossclaims and third-party claims; (2) claims based on contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service, or benefit in connection with any account; and (4) claims that arise from or relate to any loan created under this Agreement, including but not limited to: or any balances on any such loan; marketing and promotions; information sharing; benefits or services; identity theft; payment processing; or your loan application. You may not sell, assign or transfer a Claim.

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. Unless you exercise your right to opt-out of arbitration in the manner described below, any Claim you have with Lender or anyone else under this Agreement will be resolved by binding arbitration. Arbitration replaces the right to go to court, including the right to have a jury, to engage in discovery (except as may be provided in the arbitration rules), and to participate in a class action or similar proceeding. In arbitration, a Claim is resolved by an arbitrator instead of a judge or jury. Arbitration procedures are simpler and more limited than court procedures.

Any arbitration will be limited to addressing your Claim individually and will not be part of a class-wide or consolidated arbitration proceeding. You may arbitrate a Claim with or without a lawyer, as you chose. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a federal court only. Except as set forth below, the arbitrator's decision will be final and binding. Any issues regarding the validity, effect and enforceability of this Agreement to Arbitrate (or any provision thereof) shall be determined solely by the Arbitrator.

Agreement to Arbitrate. You agree that any Claim (defined above) will be resolved on an individual basis by arbitration in accordance with this Arbitration Provision, applicable Oglala Sioux tribal law, and Applicable Federal Law.

The term "Applicable Federal Law" means the Federal Arbitration Act (9 U.S.C. section 1-16), federal common law, federal statutes referenced as applicable in the Tribal Credit Code of the Wakpamni Lake Community of the Oglala Sioux Tribe, and any other federal statutes applicable by their own force.

You acknowledge and agree that by entering into this Arbitration Provision:

YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;

YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and

YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

YOUR RIGHT TO OPT OUT. IF YOU DO NOT WISH YOUR ACCOUNT TO BE SUBJECT TO THIS AGREEMENT TO ARBITRATE, YOU MUST ADVISE US VIA E-MAIL AT customersupport@arrowheadadvance.com. YOU MUST CLEARLY PRINT OR TYPE YOUR NAME AND ACCOUNT NUMBER OR SOCIAL SECURITY NUMBER AND STATE THAT YOU ARE REJECTING THE ARBITRATION AGREEMENT CONTAINED IN YOUR LOAN AGREEMENT. YOU MUST GIVE WRITTEN NOTICE; IT IS NOT SUFFICIENT TO TELEPHONE US. WE MUST RECEIVE YOUR LETTER OR E-MAIL WITHIN SIXTY (60) DAYS AFTER THE DISBURSEMENT DATE OR YOUR REJECTION OF ARBITRATION WILL NOT BE EFFECTIVE. NOTICE IS CONSIDERED DELIVERED WHEN POSTMARKED IF SENT BY MAIL OR DELIVERED IF SENT BY EMAIL. IN THE EVENT YOU OPT OUT OF THIS AGREEMENT TO ARBITRATE, ANY DISPUTES HEREUNDER SHALL NONETHELESS BE GOVERNED UNDER THE LAWS OF THE OGLALA SIOUX TRIBE, ALL APPLICABLE FEDERAL LAW AND MUST BE BROUGHT WITHIN A FEDERAL TRIBUNAL AGREED UPON BY BOTH PARTIES.

Arbitration Procedure. Regardless of who demands arbitration, you shall have the right to select any of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org>; JAMS (1-800-352-5267) <http://www.jamsadr.com>; or an arbitration organization agreed upon by you and the other parties to the Claim. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. section 1-16 (FAA). If you do not choose an organization, we may choose for you. You have the right to select the arbitrator. If you do not choose an arbitrator, we may choose for you.

The Arbitration provisions are governed by the FAA. The arbitrator will apply substantive law as you and we have chosen in this Agreement, as well as statutes of limitations and privileges. The arbitrator will apply the chosen arbitration organization's rules and procedures applicable to consumer claims and will not apply federal or state rules of evidence or civil procedure. Any arbitration under this Agreement may be conducted either on tribal land or within thirty miles of your residence (so long as you live within the United States), at your choice, provided that this accommodation for you: (a) shall not be construed in any way as a relinquishment or waiver of the Oglala Sioux's Tribes sovereign status or immunity, (b) shall not subject us to the jurisdiction of any courts otherwise having jurisdiction where you reside, and (c) shall not change the law otherwise applicable to any Claim.

Cost of Arbitration. We will pay the filing fee and any costs or fees charged by the arbitrator regardless of which party initiates the arbitration. Except where otherwise provided by the law of the Oglala Sioux Tribe, each party will be responsible for its own attorneys' fees and other expenses. Unless prohibited by law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

Waiver of Jury Trial and Waiver of Ability to Participate in a Class Action. YOU HEREBY AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL, TO HAVE A COURT DECIDE YOUR CLAIM, AND YOU ARE WAIVING YOUR ABILITY TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, TO PARTICIPATE IN A CLASS ACTION LAWSUIT, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION, AND TO CERTAIN DISCOVERY AND OTHER PROCEDURES THAT WOULD BE AVAILABLE IN A LAWSUIT. The arbitrator has the ability to award all remedies available under the Oglala Sioux Tribe's tribal law and Applicable Federal Law, whether at law or in equity, to the prevailing party, except that the parties agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving the individual Claims between the parties. If you have rejected arbitration, or a Claim asserting the rights of you and two or more persons is brought properly before a federal tribunal for any reason, you and we agree that the Claim shall only proceed in a federal tribunal in the venue closest to the Pine Ridge Reservation of the Oglala Sioux Tribe or as otherwise agreed upon by you and us parties. Notwithstanding the foregoing, proceedings to confirm or vacate an arbitration award may be brought in the federal district court for the district where you reside.

The Decision of the Arbitrator. At the request of either us or you, the arbitrator shall provide a written explanation for the award. The arbitrator must approve the explanation. The arbitrator will apply the applicable substantive law relating to the Claim and award any remedies available as if the Claim was heard by a court. The arbitrator's award may be filed with any court having jurisdiction. Regardless of whether the arbitrator renders a decision or an award in your favor resolving the Claim, you will not be responsible for reimbursing us for your portion of the Arbitration Fees. The arbitrator's award shall not be considered final until appellate rights have been exhausted or the time for filing the notice of appeal pursuant to this Arbitration Agreement and the Appellate Rules has expired.

Appealing an Award. You and we agree that the arbitrator's award or decision may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules, the JAMS Optional Arbitration Appeal Procedures, or the appellate rules of another organization chosen by the parties ("Appellate Rules"). Following the appeal process or expiration of the time in which to appeal, the decision or award rendered by the appeal arbitrator(s) is final, binding, confidential, and may be entered and confirmed, under the Federal Arbitration Act, in the United States District Court for the federal judicial district in which you reside (in which case confidentiality shall be subject to and determined by such ruling as such court may make).

With respect to the authority of a federal district court to confirm or vacate an arbitration award entered under this Agreement, the Oglala Sioux waive sovereign immunity for the specific arm of the tribe that was named as the lender in the loan agreement with you, but not for any other arm of the tribe and not for any other level of tribal government or organization.

Applicable Law and Judicial Review. You and we choose Oglala Sioux tribal law, and Applicable Federal Law to govern the loan Agreement, the Arbitration Agreement and all Claims.

Moreover, since we are a federally-dependent sovereign Tribe, we cannot in any event be subject to the laws or regulations of any U.S. state. See, Sovereign Immunity, above. In interpreting any provision of this Agreement, an arbitrator or court shall favor: enforcing the Arbitration Provision (if not timely rejected) and severing any provision that would otherwise make this Agreement unenforceable, invalid, or unconscionable. Further, consumers shall be entitled to raise any common law defenses or claims (e.g., duress, fraud, negligence) as provided by federal common law; and to the extent that federal common law does not provide relevant law or guidance with respect to such common law defenses or claims, the parties agree to be governed by published editions of the American Restatement of [Laws] issued by the American Law Institute.

Other Provisions. This Arbitration Agreement will survive: (i) termination or changes in this Agreement, the Loan, or the relationship between us concerning the Loan; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of this Agreement, or any amounts owed on your account, to any other person or entity. This Agreement to Arbitrate benefits and is binding upon you, your respective heirs, successors and assigns. It also benefits and is binding upon us, our successors and assigns, and related third parties. The Arbitration Agreement is in full force and effect, even if your obligations have been paid or discharged through bankruptcy. The Arbitration Agreement survives any termination, amendment, expiration, or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. If any of this Arbitration Agreement is held invalid, the remainder shall remain in effect.

IF YOU OPT OUT OF ARBITRATION OR IF, FOR ANY REASON, YOUR AGREEMENT TO ARBITRATE IS DETERMINED TO BE UNENFORCEABLE WITH RESPECT TO ANY CLAIM(S), THEN YOU AGREE TO THE FOLLOWING WITH RESPECT TO ANY COURT PROCEEDING:

- WE DO NOT WAIVE, BUT EXPRESSLY RESERVE, SOVEREIGN IMMUNITY.
- IF FOR ANY REASON IS SOVEREIGN IMMUNITY IS NOT AVAILABLE IN A COURT PROCEEDING (FOR EXAMPLE, WE HAVE ASSIGNED THE LOAN TO SOMEONE WHO DOES NOT HAVE IMMUNITY), THEN YOU AGREE AS FOLLOWS:
 - YOU WAIVE ANY RIGHT YOU MAY HAVE TO A JURY TRIAL,
 - YOU WAIVE YOUR ABILITY TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, TO PARTICIPATE IN A CLASS ACTION LAWSUIT, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN SUCH PROCEEDING.
 - TO THE EXTENT PERMITTED BY LAW, YOU WAIVE ANY CLAIM FOR PUNITIVE DAMAGES.

SIGNATURE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS

BY TYPING YOUR NAME AND "I AGREE" BELOW, YOU ARE ELECTRONICALLY SIGNING THIS AGREEMENT AND AGREEING TO ALL THE TERMS OF THIS AGREEMENT INCLUDING THE ARBITRATION PROVISION AND THE CONSENT TO ELECTRONIC COMMUNICATIONS.

YOU ALSO ACKNOWLEDGE YOUR ABILITY TO DOWNLOAD OR PRINT A FULLY COMPLETED COPY OF THIS AGREEMENT FOR YOUR RECORDS.

TYPE YOUR NAME: Michael Bock **DATE:** 11/23/2021

[I AGREE]

DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION

Unless you chose to mail to us a check(s) or money order(s) as payment for this Loan, you voluntarily authorize us to initiate disbursement credits and payment debits you have authorized. This Disbursement and Payment Choice Authorization is a part of and relates to the Loan Agreement dated 11/23/2021 (the "Loan Agreement"). The words "you" and "your" mean the borrower who has electronically signed this Disbursement and Payment Choice Authorization. The words "we", "us" and "our" mean WLCC II D/B/A Arrowhead Advance and our successors and assigns.

Disbursements to Your Bank Account. You authorize us to process your loan proceeds with a credit deposit to your following bank account ("Your Bank Account"):

Bank Name	
Transit ABA Number:	
Deposit Account Number:	

We will make this disbursement credit by using any commercially available method we choose, such as (but not limited to) Automated Clearing House (ACH) entries, wire transfers, or transactions through your debit card accessing Your Bank Account. As a data security measure, you will separately provide us with your debit card information.

Your Payment Choice (check applicable box):

- ☐ **Payments You will Make Directly.** You agree to make your payments by cashier's check, money order or bill pay service through your bank, that we receive no later than your payment due date to:

WLCC II D/BA/ ARROWHEAD ADVANCE
P.O. Box 6048
Pine Ridge, SD 57770

- ☒ **Automatic Payment From Your Bank Account.** You authorize us to process payment debit entries out of Your Bank Account by using any commercially available methods we choose, such as (but not limited to) ACH entries or transactions through your debit card accessing Your Bank Account according to the Payment Schedule above, plus any late charges, returned payment fees and, if you are in default, all principal, finance charges and other amounts due to us as provided in the Agreement. You authorize us to re-process debit entries for the same amounts if any attempted payment transaction is dishonored.

REMOTELY CREATED CHECKS: if we do not receive your check or money order or payment via ACH or by debit card authorization by the Due Dates, You agree to make all payments required under the Loan Agreement by having us create paper checks drawn on your Bank Account and bearing your typed name rather than your handwritten signature ("Remotely Created Checks"). You authorize us and our agents, successors and assigns to submit each Remotely Created Check for payment to the Paying Bank in the amount of each payment owing under this Loan Agreement, including any returned payment charges or other amounts owing to us upon acceleration of this Loan as a result of your Default. Your typed name shall constitute your authorized signature fully reflecting your intent to authenticate these Remotely Created Checks, which are also known as demand drafts, tele-checks, preauthorized drafts, or paper drafts. If you believe we charged your Bank Account in a manner not contemplated by this authorization, then please contact us on at our toll free phone number 855-744-6463 or sending us an e-mail to customersupport@arrowheadadvance.com. You authorize us to vary the amount of any pre authorized payment by Remotely Created Check as needed to repay installments due on the loan as modified by any prepayments.

RETURNED ITEM FEE: If any payment made by you on this Loan is not honored or cannot be processed for any reason, including not enough money in your Bank Account, you agree to pay us a fee of \$30.00. You authorize us and our agents to make a one-time withdrawal from your Bank Account to collect this fee, if you have also selected the ACH Debit Authorization. Your financial institution may also impose a fee.

NOTICE OF VARYING AMOUNTS: For those customers who have chosen the ACH Debit Authorization, please note that you have the right to receive notice of all withdrawals from your Bank Account by an ACH Debit that vary in amount. However, by agreeing to let us withdraw the money from your Bank Account, you agree we only have to tell you the range of withdrawals that we can make. The range of withdrawals will be either an amount equal to your installment payment or an amount equal to the outstanding balance under the Loan (which may be greater than or less than an installment payment based upon your payment history). For any withdrawal outside of this specified range, we will send you a notice 10 days prior to the date of the debit. Therefore, by signing this Agreement below, you acknowledge that you will only receive notice when a withdrawal exceeds the amount in the specified range. You authorize us to vary the amount of any withdrawal as needed to repay installments due on the Loan as modified by any partial prepayments you make.

You agree that this Payment Choice Authorization will remain in effect until your loan, including principal, finance charges and other charges, is paid in full. You may only revoke the above authorization by contacting us directly. If you revoke your authorization, you agree to provide us with another form of payment acceptable to us.

BY TYPING YOUR NAME AND TODAY'S DATE AND CLICKING THE "I AGREE" BUTTON BELOW, YOU ARE ELECTRONICALLY SIGNING THIS PAYMENT CHOICE AUTHORIZATION AND AGREEING TO ALL THE TERMS OF THIS AUTHORIZATION.

YOU ALSO ACKNOWLEDGE YOUR ABILITY TO DOWNLOAD OR PRINT A FULLY COMPLETED COPY OF THIS

PAYMENT CHOICE AUTHORIZATION FOR YOUR RECORDS.

TYPE YOUR NAME: Michael Bock DATE: 11/23/2021

[I AGREE]

Privacy Policy Rev. 02/2017

FACTS	WHAT DOES WLCC II D/B/A ARROWHEAD ADVANCE DO WITH YOUR PERSONAL INFORMATION?		
Why?	Financial companies choose how they share your personal information. Consumers have the right to limit some but not all sharing. This notice tells you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: . Social Security number and checking account information . Payment history and income . Employment information and wire transfer instructions		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reason WLCC II D/B/A ARROWHEAD ADVANCE chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does WLCC II D/B/A ARROWHEAD ADVANCE share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.		Yes	No
For our marketing purposes - to offer our products and services to you		Yes	No
For joint marketing with other financial companies		No	We Do Not Share
For our affiliates' everyday business purposes - information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness		Yes	Yes
For our affiliates to market to you		Yes	Yes
For non-affiliates to market to you		No	We Do Not Share
To limit our sharing	<ul style="list-style-type: none">• Call 1-855-747-5748 - our menu will prompt you through your choices or• Visit us on the web at www.arrowheadadvance.com• Contact us via email at customersupport@arrowheadadvance.com <p>Please note:</p> <p>If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we can share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>		
Questions?	Call 1-855-747-5748 or go to www.arrowheadadvance.com		
Who we are			
Who is providing this notice?	WLCC II D/B/A ARROWHEAD ADVANCE, a business entity of the Wakpamni Lake Community District of the Oglala Sioux Tribe, is providing this privacy policy.		
What we do			
How does WLCC II D/B/A ARROWHEAD ADVANCE protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures. These measures include computer safeguards and secured files and buildings.		
How does WLCC II D/B/A ARROWHEAD ADVANCE collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none">• Apply for a loan• Give us your income information• Tell us where to send the money• Provide account information• Provide employment information <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>		

Why can't I limit all sharing?	<p>You have the right to limit only:</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes - information about your creditworthiness • affiliates from using your information to market to you • sharing for non-affiliates to market to you
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include other business entities of the Oglala Sioux Tribe</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>WLCC II D/B/A ARROWHEAD ADVANCE does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</i>

EXHIBIT B

About Us

Arrowhead Advance is owned by the Wakpamni Lake Community. The Wakpamni Lake Community is a local government under the Oglala Sioux Tribe. The Pine Ridge Reservation is home to The Oglala Lakota Nation and covers about 2.2 million acres in South Dakota. The Oglala, or Scatter Their Own, are one of the seven bands of the Titowan (Lakota) division of the Great Sioux Nation.

The Wakpamni Lake Community is a tribal community/municipal government within the Wakpamni District of the Oglala Sioux Tribe. It owns the Wakpamni Lake Community Corporation (WLCC), which is responsible for the economic development of the Wakpamni Lake Community. Arrowhead Advance offers a way to grow tribal economic health while providing consumers an easy, fast and reliable way to get a loan online.

- If you have already contacted Customer Service in an attempt to resolve an issue or concern and still need additional assistance, please contact the Wakpamni Lake Community Consumer Complaint Tribal Hotline at 1 - (800) 677-3860 between the hours of 9 AM and 5 Pm MST Monday through Friday. If this is your first call to Customer Service, please call 1 - (855) 744-6463
- If you would like a copy of the Tribal Credit Code of the Wakpamni Lake Community Corporation of the Oglala Sioux Tribe, please email us at coderequest@WLCCCompliance.com.

Apply today and have cash as soon as tomorrow.

APPLY NOW (/ARROWHEAD/APPLY)

NEED CASH?

Apply Now
(/arrowhead/Apply/link)

LEARN MORE

How It Works
(/arrowhead/HowItWorks/link)
FAQs
(/arrowhead/FAQ/link)
Rates & Terms
(/arrowhead/Rates/link)
Loyalty Program
(/arrowhead/Loyalty/link)
About
(/arrowhead/About/link)

OUR PROMISE

Site Security
(/arrowhead/Legal/Security)
Texting Policy
(/arrowhead/Legal/Texting)
License
(/arrowhead/Content/Images/WLCCArrowheadlicense2023.pdf)

HAVE QUESTIONS?

Contact Us
(/arrowhead/ContactUs/link)

RETURNING CUSTOMERS

SIGN IN (/arrowhead/Login/link)

CHAT NOW

ArrowheadAdvance

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IMPORTANT DISCLOSURES: WLCC II DBA Arrowhead Advance is an entity of the Wakpamni Lake Community Corporation (WLCC), a tribal corporation wholly owned by the Wakpamni Lake Community. The Wakpamni Lake Community is a local government under the Oglala Sioux Tribe. WLCC is incorporated under and governed by the laws of the Oglala Sioux Tribe, a federally recognized Indian Tribe, and the regulations of the Wakpamni Lake Community. WLCC operates independently of the Oglala Sioux Tribe. Correspondence should be directed to WLCC. As a tribal government, the Wakpamni Lake Community Corporation is a sovereign corporation and follows all applicable tribal and federal laws. State laws, regulations, and interest rates are not applicable to WLCC II DBA Arrowhead Advance or WLCC. To apply for a loan, you must have a valid checking account and email address. In most cases loans will be funded the next business day without requiring faxing of information unless we are able to verify your application information.

CONSUMER NOTICE: Installment loans should be used for short-term financial needs only, not as a long-term financial solution. Customers with credit difficulties should seek credit counseling. Arrowhead Advance will only allow a customer to have one loan at a time. Once the loan is paid in full successfully a customer may reapply for another loan.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Arrowhead Advance Operates Illegal 'Rent-a-Tribe' Lending Scheme, Class Action Alleges](#)
