

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION**

KAREN BROWN,  
on behalf of Plaintiff and the class  
members described herein,

Plaintiff,

v.

Case No. 1:22-cv-0774

WLCC LENDING FDL d/b/a  
FAST DAY LOANS;  
WAKPAMNI LAKE COMMUNITY  
CORPORATION;  
WAKPAMNI LAKE COMMUNITY  
CORPORATION II d/b/a WLCC II;  
GENEVA LONE HILL;  
BRET A. CRANDALL;  
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, Karen Brown, brings this action against Defendants (a) WLCC Lending FDL d/b/a Fast Day Loans; (b) Wakpamni Lake Community Corporation; (c) Wakpamni Lake Community Corporation II d/b/a WLCC II; (d) Geneva Lone Hill; (e) Bret A. Crandall; (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 Indiana residents.

2. Plaintiff seeks damages under the Indiana Consumer Credit Code (Count I) and treble damages under RICO (Count II).

**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 Indiana residents.

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

6. As set forth below, Defendants operate interactive websites through which they sought to and did make loans to Indiana residents. The use of an interactive website which permits Indiana 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 Indiana 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 Karen Brown is a natural person who at all times relevant has resided in Indianapolis, Indiana.

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 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 Lending FDL d/b/a Fast Day Loans.
- b. WLCC Lending BGL d/b/a Bison Green Lending.
- c. WLCC Lending JEM d/b/a Explore Credit.
- d. WLCC Lending FHC, d/b/a Fox Hills Cash.
- e. WLCC II d/b/a Arrowhead Advance.
- 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.

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**

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. 5<sup>th</sup> 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. FastDayLoans makes loans through its website, [www.FastDayLoans.com](http://www.FastDayLoans.com), to consumers at interest rates in excess of 700% annually. (Exhibit A)

41. On or about January 13, 2022, FastDayLoans made a loan to Plaintiff (Exhibit A) for \$750. The loan would result in repayment of \$3,173.36 if paid weekly for nine months. The total interest charged would be \$2,423.36, which according to FastDayLoans equates to an annual percentage rate of 700.20%.

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 Indiana via ACH.

45. The loan was made entirely via the Internet.

46. The loan was to be repaid via ACH.

47. Plaintiff made some 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 Indiana – 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.”).

51. Plaintiff has never set foot on the Oglala Tribe's land.

52. Loans to Indiana residents made in the same manner as the loan to Plaintiff are governed by the laws of the State of Indiana.

### Indiana Regulation of Lending

53. The Indiana Uniform Consumer Credit Code, Ind. Code §24-4.5-3-201, establishes a maximum loan finance charge of 36% per annum for consumer loans other than supervised loans of the amount at issue here (\$1500). It provides:

(1) Except as provided in subsections (7) and (9), with respect to a consumer loan, other than a supervised loan (as defined in section 501 [IC 24-4.5-3-501] of this chapter), a lender may contract for a loan finance charge, calculated according to the actuarial method, not exceeding twenty-five percent (25%) per year on the unpaid balances of the principal (as defined in section 107(3) [IC 24-4.5-3-107(3)] of this chapter). . . .

54. With respect to supervised loans, the Indiana Uniform Consumer Credit Code, Ind. Code §24-4.5-3-508, provides:

Loan finance charge for supervised loans.

(1) With respect to a supervised loan, including a loan pursuant to a revolving loan account, a supervised lender may contract for and receive a loan finance charge not exceeding that permitted by this section.

(2) The loan finance charge, calculated according to the actuarial method, may not exceed the equivalent of the greater of:

(a) the total of:

(i) thirty-six percent (36%) per year on that part of the unpaid balances of the principal (as defined in section 107(3) [IC 24-4.5-3-107(3)] of this chapter) which is two thousand dollars (\$2,000) or less;

(ii) twenty-one percent (21%) per year on that part of the unpaid balances of the principal (as defined in section 107(3) of this chapter) which is more than two thousand dollars (\$2,000) but does not exceed four thousand dollars (\$4,000); and

(iii) fifteen percent (15%) per year on that part of the unpaid balances of the principal (as defined in section 107(3) of this chapter) which is more than four thousand dollars (\$4,000); or

(b) twenty-five percent (25%) per year on the unpaid balances of the principal (as defined in section 107(3) of this chapter). . . .

55. The amount of finance charge provided for in Exhibit A greatly exceeds that permitted in Indiana on either unsupervised or supervised loans of \$1,500. At 36%, the finance charge on a one-year loan with weekly payments is about \$285.



56. Ind. Code §24-4.5-1-201, “Territorial application,” provides:

(1) Except as otherwise provided in this section, this article applies to sales, leases, and loans made in this state and to modifications, including refinancings, consolidations, and deferrals, made in this state, of sales, leases, and loans, wherever made. For purposes of this article, the following apply: . . .

(c) A loan or modification of a loan agreement is made in this state if a writing signed by the debtor and evidencing the debt is received by the lender or a person acting on behalf of the lender in this state.

(d) Except as provided in subdivisions (e) and (f), a sale, lease, or loan transaction occurs in Indiana if a consumer who is a resident of Indiana enters into a consumer sale, lease, or loan transaction with a creditor or a person acting on behalf of the creditor in another state and the creditor or the person acting on behalf of the creditor has advertised or solicited sales, leases, or loans in Indiana by any means, including by mail, brochure, telephone, print, radio, television, the Internet, or electronic means.

(e) A sale, lease, or loan transaction does not occur in Indiana if a consumer who is a resident of Indiana enters into a consumer sale, lease, or loan transaction secured by an interest in land located outside Indiana.

(f) A sale, lease, or loan transaction does not occur in Indiana if a consumer who is a resident of Indiana enters into a consumer sale, lease, or loan transaction at a creditor’s place of business in another state.

For purposes of subdivisions (a) through (c), an offer is received by a creditor or a person acting on behalf of the creditor in Indiana if the offer is physically delivered, or otherwise transmitted or communicated, to a person who has actual or apparent authority to act for the creditor or the person acting on behalf of the creditor in Indiana, regardless of whether approval, acceptance, or ratification by any other agent or representative of the creditor or the person acting on behalf of the creditor in another state is necessary to give legal consequence to the consumer credit transaction. . . .

(5) Notwithstanding other provisions of this section:

(a) except as provided in subsection (2), this article does not apply if the buyer, lessee, or debtor is not a resident of this state at the time of a credit transaction and the parties then agree that the law of the buyer’s, lessee’s, or debtor’s residence applies; and

(b) this article applies if the buyer, lessee, or debtor is a resident of this state at the time of a credit transaction and the parties then agree that the law of this state applies.

(6) Except as provided in subsection (5), the following agreements by a buyer, lessee, or debtor are invalid with respect to consumer credit sales, consumer leases, consumer loans, or modifications thereof, to which this article applies:

(a) An agreement that the law of another state shall apply.

(b) An agreement that the buyer, lessee, or debtor consents to the jurisdiction of another state.

(c) An agreement that fixes venue. . . .

(8) If a creditor or a person acting on behalf of the creditor has violated the provisions of this article that apply to the authority to make consumer loans (IC 24-4.5-3-502), the loan is void and the debtor is not obligated to pay either the principal or loan finance charge, as set forth in IC 24-4.5-5-202.

57. Ind. Code §24-4.5-5-202, “Effect of violations on rights of parties,” provides:

. . . (3) A debtor is not obligated to pay a charge in excess of that allowed by this Article, and ***if the debtor has paid an excess charge the debtor has a right to a refund.*** A refund may be made by reducing the debtor’s obligation by the amount of the excess charge. If the debtor has paid an amount in excess of the lawful obligation under the agreement, the debtor may recover the excess amount from the person who made the excess charge or from an assignee of that person’s rights who undertakes direct collection of payments from or enforcement of rights against debtors arising from the debt.

***(4) If a debtor is entitled to a refund and a person liable to the debtor refuses to make a refund within a reasonable time after demand, the debtor may recover from that person a penalty in an amount determined by a court not exceeding the greater of either the amount of the credit service or loan finance charge or ten (10) times the amount of the excess charge. If the creditor has made an excess charge in deliberate violation of or in reckless disregard for this Article, the penalty may be recovered even though the creditor has refunded the excess charge.*** No penalty pursuant to this subsection may be recovered if a court has ordered a similar penalty assessed against the same person in a civil action by the department (IC 24-4.5-6-113). With respect to excess charges arising from sales made pursuant to revolving charge accounts or from loans made pursuant to revolving loan accounts, no action pursuant to this subsection may be brought more than two (2) years after the time the excess charge was made. With respect to excess charges arising from other consumer credit sales or consumer loans, no action pursuant to this subsection may be brought more than one (1) year after the due date of the last scheduled payment of the agreement pursuant to which the charge was made. . . .

(7) If the creditor establishes by a preponderance of evidence that a violation is unintentional or the result of a bona fide error, no liability is imposed under subsections (1), (2), and (4) and the validity of the transaction is not affected.

(8) In any case in which it is found that a creditor has violated this Article, the court may award ***reasonable attorney’s fees*** incurred by the debtor. . . . (Emphasis added)

58. Plaintiff demanded a refund of all payments made.

59. No refund has been made.

60. Defendants have been warned by state authorities that their lending operations are

illegal. E.g., Washington Department of Financial Institutions notice. (Exhibit B)

**COUNT I – INDIANA UNIFORM CONSUMER CREDIT CODE**

61. Plaintiff incorporates paragraphs 1-60.

62. Because the loan made to Plaintiff violated the rate limits set by Indiana law, the violation was intentional, and “Fast Day Loans” and the other Defendants refused to make a refund, Plaintiff is entitled to ten (10) times the amount of the excess charge.

**CLASS ALLEGATIONS**

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

64. The class consists of (a) all individuals with Indiana addresses (b) to whom a loan was made in the name of “Fast Day Loans” at more than 36% interest (all of its loans qualify) (c) on or after a date two years prior to the filing of this action.

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

66. 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.

67. 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.

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

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

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

71. 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. A declaration that the loans are void and need not be repaid;
- ii. Statutory damages;
- iii. Attorney's fees, expenses and costs; and
- iv. Such other or further relief as is appropriate.

### **COUNT II – RICO**

72. Plaintiff incorporates paragraphs 1-60.

73. This claim is against Hill, Crandall and Raines, who are the RICO “persons.”

74. All loans made in the name of “Fast Day Loans” to Indiana residents are (a) unenforceable under Indiana 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 Indiana law, where (c) the usurious rate is at least twice the enforceable rate (36%).

75. The loans are therefore “unlawful debts” as defined in 18 U.S.C. §1961(6).

76. “Fast Day Loans” is an enterprise affecting interstate commerce, in that it is located outside of Indiana and makes loans to Indiana residents via the Internet.

77. Defendants Hill, Crandall and Raines are each associated with this enterprise.

78. Defendants Hill, Crandall and Raines each conducted or participated in the conduct of the affairs of “Fast Day Loans” through a pattern of collection of unlawful debt, as set forth above, in violation of 18 U.S.C. §1962(c).

79. Plaintiff was deprived of money as a result.

### **CLASS ALLEGATIONS**

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

81. The class consists of (a) all individuals with Indiana addresses (b) to whom a loan was made in the name of “Fast Day Loans” at more than 36% interest (all of its loans qualify) (c) which loan was made on or after a date 4 years prior to the filing of suit.

82. 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.

83. 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 “Fast Day Loans” is an “enterprise.”
- c. Whether Defendants Hill, Crandall and Raines are each associated with “Fast Day Loans.”
- d. Whether Defendants Hill, Crandall and Raines each conducted or participated in the affairs of “Fast Day Loans” through a pattern of making and collecting unlawful loans.

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

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

86. 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  
**EDELMAN, COMBS, LATTURNER & GOODWIN, LLC**  
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(312) 419-0379 (FAX)  
Email address for service: [courtecl@edcombs.com](mailto:courtecl@edcombs.com)

**JURY DEMAND**

Plaintiff demands trial by jury.

*s/Daniel A. Edelman*  
Daniel A. Edelman

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**NOTICE OF ASSIGNMENT**

Please be advised that all rights relating to attorney's fees have been assigned to counsel.

*s/Daniel A. Edelman*  
Daniel A. Edelman

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**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
KAREN BROWN
(b) County of Residence of First Listed Plaintiff Marion
(c) Attorneys (Firm Name, Address, and Telephone Number) Edelman, Combs, Lattuner & Goodwin, LLC 20 S. Clark St., Suite 1500 Chicago, IL 60603 (312) 739-4200 / courtecl@edcombs.com

DEFENDANTS
WLCC LENDING FDL d/b/a FAST DAY LOANS, et al.
County of Residence of First Listed Defendant
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
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
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
Citizen of This State 1 1
Citizen of Another State 2 2
Citizen or Subject of a Foreign Country 3 3
Incorporated or Principal Place of Business In This State 4 4
Incorporated and Principal Place of Business In Another State 5 5
Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes codes like 110 Insurance, 310 Airplane, 365 Personal Injury, etc.

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 - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 18 U.S.C. §1964 (RICO)
Brief description of cause: Racketeer Influenced and Corrupt Organizations Act (RICO)

VII. 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

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE DOCKET NUMBER

DATE 4/19/2022 SIGNATURE OF ATTORNEY OF RECORD Daniel A. Edelman

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**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 there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven 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.  
 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 – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- 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. 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.
- VIII. 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.

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

# **EXHIBIT A**



**ENSURE YOU SCROLL THROUGH, READ AND UNDERSTAND ALL PARTS OF THIS AGREEMENT**

Lender Name: WLCC Lending FDL DBA Fast Day Loans  
 Lender Address: P.O. Box 44, #1 Wakpamni Lake Housing, Batesland, SD 57716  
 Lender Phone: 855-888-0131  
 Lender Email: clientservices@fastdayloans.com

**LOAN AGREEMENT**

Borrower ID: [REDACTED]  
 Borrower Name: Karen Brown  
 Borrower Address: [REDACTED]  
 Loan Number: [REDACTED]  
 Effective Date: 01/13/2022  
 Disbursement Date: 01/13/2022

This is agreement (the "Agreement") governs your loan with us. It contains important terms and conditions. You should read it carefully before you electronically sign it. We cannot commit to make a loan to you unless your completed application is approved by our underwriting department, which is located on tribal land.

■ By checking this box, you understand that by entering into a transaction with WLCC Lending FDL DBA Fast Day Loans, 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; you may live in a state that restricts the rate of interest or fees that may be charged on a consumer loan; you may wish to find a different lender that complies with those restrictions. 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. All disclosures in this Agreement are also terms and conditions of this Agreement. The words "Lender" "we", "us" and "our" mean WLCC Lending FDL DBA Fast Day Loans. We are a subdivision and economic development arm of the Wakpamni Lake Community Corporation ("WLCC"), which is a tribal corporation that is wholly owned by the Wakpamni Lake Community (the "Community"). This makes us a political subdivision of the Oglala Sioux Tribe (the "Tribe"), which is a federally-recognized sovereign American Indian Tribe. This means that your loan is governed by the laws of a sovereign government.

You must electronically sign this Agreement and submit it with your application. We will then approve or deny your application. If we approve your application, the Agreement will go into full force and effect on the date your loan proceeds are deposited to Your Bank Account, and are disbursed to you in accordance with your Disbursement and Payment Choice (the "Disbursement Date").

**RIGHT TO CANCEL.** You have the right to cancel this Agreement without cost within three business days from the date we notified you that your application was approved. A business day a regular work day and does not include Saturday, Sunday, or holidays. If you decide to cancel this Agreement you must send us your notice of cancellation by email to clientservices@fastdayloans.com and return all proceeds you received by no later than midnight Central time on the second day after the Disbursement Date (the "Midnight Deadline" and), the Midnight Deadline. To return those proceeds, your notice of cancellation must also include your authorization allowing 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**

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled.
700.20%	\$2,423.36	750.00	\$3,173.36

Your payment schedule (the "Payment Schedule") will be:

Number	Date	Amount Due	Finance Fee	Principal
1	01/21/2022	\$103.12	\$103.12	\$0.00

2	01/28/2022	\$103.12	\$103.12	\$0.00
3	02/04/2022	\$103.12	\$103.12	\$0.00
4	02/11/2022	\$103.12	\$103.12	\$0.00
5	02/18/2022	\$103.12	\$103.12	\$0.00
6	02/25/2022	\$103.12	\$103.12	\$0.00
7	03/04/2022	\$103.12	\$103.12	\$0.00
8	03/11/2022	\$103.12	\$103.12	\$0.00
9	03/18/2022	\$128.12	\$103.12	\$25.00
10	03/25/2022	\$124.69	\$99.69	\$25.00
11	04/01/2022	\$121.25	\$96.25	\$25.00
12	04/08/2022	\$117.81	\$92.81	\$25.00
13	04/15/2022	\$114.37	\$89.37	\$25.00
14	04/22/2022	\$110.94	\$85.94	\$25.00
15	04/29/2022	\$107.50	\$82.50	\$25.00
16	05/06/2022	\$104.06	\$79.06	\$25.00
17	05/13/2022	\$100.62	\$75.62	\$25.00
18	05/20/2022	\$97.19	\$72.19	\$25.00
19	05/27/2022	\$93.75	\$68.75	\$25.00
20	06/03/2022	\$90.31	\$65.31	\$25.00
21	06/10/2022	\$86.87	\$61.87	\$25.00
22	06/17/2022	\$83.44	\$58.44	\$25.00
23	06/24/2022	\$80.00	\$55.00	\$25.00
24	07/01/2022	\$76.56	\$51.56	\$25.00
25	07/08/2022	\$73.12	\$48.12	\$25.00
26	07/15/2022	\$69.69	\$44.69	\$25.00
27	07/22/2022	\$66.25	\$41.25	\$25.00
28	07/29/2022	\$62.81	\$37.81	\$25.00
29	08/05/2022	\$59.37	\$34.37	\$25.00
30	08/12/2022	\$55.94	\$30.94	\$25.00

31	08/19/2022	\$62.50	\$27.50	\$25.00
32	08/26/2022	\$49.06	\$24.06	\$25.00
33	09/02/2022	\$45.62	\$20.62	\$25.00
34	09/09/2022	\$42.19	\$17.19	\$25.00
35	09/16/2022	\$38.75	\$13.75	\$25.00
36	09/23/2022	\$35.31	\$10.31	\$25.00
37	09/30/2022	\$31.87	\$6.87	\$25.00
38	10/07/2022	\$28.44	\$3.44	\$25.00
<b>Total:</b>		<b>\$3,173.36</b>	<b>\$2,423.36</b>	<b>\$750.00</b>

**Late Charge:** If your payment is 7 or more days late you will be charged a late payment fee of \$35.00

**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. \$350.00 (the "Cash Advance")
2. Plus Amount paid on my loan account: \$400.00
3. Equal Amount Financed: \$750.00

**TRUTH IN LENDING DISCLOSURES.** The Truth-in-Lending Disclosures are provided so that you may compare the cost of this loan to loan products you might obtain. The inclusion of these disclosures does not mean that we or any subsequent holder of this Agreement agree to the application of state or federal law.

**YOUR PROMISE TO PAY.** You promise to pay us or any assignee of this Agreement from the Disbursement Date above the principal sum of \$750.00 ("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 Truth in Lending Disclosure. You agree to make your payments using the method or methods you selected in your Disbursement and Payment Choice. The Maturity Date of this Loan is 10/07/2022.

**YOUR INTEREST CHARGES.** You agree to pay interest on the outstanding Principal at a rate of 700.20% per annum (the "Contract Rate") from the loan date until paid in full. To calculate interest, we divide the Interest Rate by 365, which equals a daily rate of 1.92% ("Daily Rate"). We then multiply the Daily Rate by the outstanding principal balance. This gives us the daily interest charge. We then multiply the daily interest charge by the number of days the principal balance is outstanding. Interest accrues from the Disbursement Date to the date your loan is paid in full. Late payments made after the due date will result in additional interest charges.

**PAYMENT SCHEDULE & APPLICATION OF PAYMENTS.** You must repay this Loan according to the Payment Schedule set forth above in the Truth-in-Lending Disclosure. The Truth-in-Lending Disclosures are calculated based on the assumption that you will make each payment on the date it is due. We will apply all payments 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 and assume the Disbursement Date is the business day after your loan is approved. The actual amount of your required payment of interest and principal may vary from the amount shown.

**PREPAYMENT.** You may prepay all or part of the amount that you owe under this Agreement at any time without penalty. Because finance charges are as payments are made and are not precomputed, you will not be entitled to a refund of any finance charge if you make a prepayment. To arrange to prepay your loan in whole or in part, you must go online to [www.fastdayloans.com](http://www.fastdayloans.com) or call us at 855-888-0131 to notify 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, we will disburse your loan proceeds within two business days. A Business Day is a regular work day 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

Disbursement 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 when due 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 made in your application is untrue or becomes untrue and you do not tell us.

**LATE FEE.** If your payment is seven (7) or more days late, will charge you a Late Fee of \$35.00.

**RETURNED PAYMENT CHARGE.** If your payment method is stopped, denied or otherwise dishonored, then you agree to pay us a fee of \$25.00. Your returned payment may also cause your payment to be late which could result in a Late Fee. Your bank may also charge you a fee.

**CONSUMER REPORTS.** You authorize us to obtain consumer reports about you from one or more consumer reporting agencies 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 verify your identity; (ii) to make credit decisions; and (iii) to determine your debt-to-income ratio.

**CREDIT REPORTING.** You are hereby notified that we may submit negative credit information about you to a credit reporting agency if you fail to satisfy the terms of this Agreement. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**CREDIT DISPUTES; IDENTITY THEFT.** If you believe that any information we have furnished to a consumer reporting agency about your loan is inaccurate, or if you believe that you have been the victim of identity theft in connection with any loan made by us, contact us immediately at 855-888-0131. 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, please submit a copy of any identity theft affidavit or identity theft report that you submitted to a consumer reporting agency to us at [clientservices@fastdayloans.com](mailto:clientservices@fastdayloans.com).

**ENTIRE AGREEMENT.** This Agreement contains the entire agreement between you and us relating to your loan. Any change to this Agreement must be in writing and signed by us.

**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 and without your consent.

**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 of demand, declare the entire amount then unpaid immediately due and payable.

**ATTORNEY FEES AND COLLECTION COSTS.** If the Loan is in default for any of the reasons described above, and we pursue collection efforts against you, subject to applicable law. 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 or enforcement of this Agreement, you agree we may charge you reasonable attorney fees that we incur.

**COMMITMENT TO CUSTOMER SERVICE.** Please direct any questions, issues or disputes in the first instance to us at [www.fastdayloans.com](http://www.fastdayloans.com) and we will do our best to help you quickly to efficiently address and resolve the matter.

**CONSUMER COMPLAINT TRIBAL HOTLINE.** If you have already contacted Customer Service in an attempt to resolve an issue or concern and still need additional assistance, please contact the Wapamni Lake Community Consumer Complaint Tribal Hotline at 1-800-677-3860, or at 855-888-0131 if this is your first call to Customer Service, between the hours of 9 AM and 5 PM MST, Monday through Friday.

**USURY SAVINGS CLAUSE.** Notwithstanding any other provision herein, the aggregate interest rate of the Loan (including all charges or fees that may be treated as 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 Tribe ("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 above is governed by Tribal Law, the Federal Arbitration Act ("FAA"), decisions of the United States Supreme Court interpreting the FAA, and other applicable federal law. 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.** By signing and submitting this Agreement together with any related documents, you recognize that we 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 the resolution of consumer complaints, you or others acting on your behalf may submit any complaint to arbitration as described below.

**PRESERVATION OF SOVEREIGN IMMUNITY.** It is the express intention of the Community and us, in our capacity as an economic arm of the Community, to fully preserve, and not waive, other than as described later in this paragraph, 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 potential arbitration



between you, as an individual consumer, and us, no waiver has been made with respect to any other matter.

**MILITARY LENDING.** By signing this Agreement, you certify that you are not a member of the military or the spouse/dependent of a military member. Specifically, you certify that you are not, and you are not the spouse or dependent of a regular reserve member of the Army, Navy, Marine Corps, Air Force or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer, or servicing on Active Guard or Reserve Duty. (Dependents include the member's spouse, child under the age of 18 years old or an individual for whom the member provided more than one half of their financial support for 180 days preceding the date of this Agreement).

**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. You agree that any other written or oral communication concerning a bankruptcy is null and void and of no effect.

#### **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. §§ 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:

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

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

(c) 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 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 [clientservices@fastdayloans.com](mailto:clientservices@fastdayloans.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. §§ 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.

### CONSENT TO ELECTRONIC COMMUNICATIONS

In order for your loan application to be processed, you must consent by providing your electronic signature to conduct business with us. The following terms and conditions govern electronic communications in connection with your loan application and loan agreement (if approved) and any communications regarding your account with us (the "Consent").

By checking the indicated box below, you are electronically signing this Consent, and are confirming that you have agreed to the terms and conditions of the Consent and that you have downloaded, printed, or saved a copy of this Consent for your records.

You agree that:

- Any disclosure, notice, record or other type of information that is provided to you in connection with your transaction with us, including but not limited to, the loan agreement, this Consent, the Truth in Lending Disclosures, Privacy Policy, Privacy Notice, change-in-terms notices, fee and transaction information, statements, delayed disbursement letters, notices of adverse action, and other applicable brochures and disclosures (collectively, "Communications"), may be sent to you electronically by posting the information at our website, [www.fastdayloans.com](http://www.fastdayloans.com), or by sending it to you by email from us or any vendor contracted through us at any time. You understand and agree that we have no obligation to notify you of the communications posted on our website.
- We will not be obligated to provide any Communication to you in paper form unless you specifically request us to do so. You may contact us to request a copy of these written communications.
- You agree to provide us with your current email address for Communications. We will use the email address you gave us to contact you unless you timely notify us of a change. If your email address, telephone number(s), or residence address changes, you must notify us of your new address/telephone number(s), email address by sending us an email, before the change, or as soon as reasonably possible to ensure that you continue to receive timely Communications about your loan.
- In order to receive electronic communications in connection with this transaction, you will need a working connection to the Internet with a modern and updated internet browser. We do not provide ISP services. You must have your own Internet Service Provider.
- You agree that you are able to view and print, or electronically store the information presented at this website. You also agree to print, or electronically store and retain a copy of this Consent for your records.

You are free to withdraw your Consent at any time and at no charge. If at any time you wish to withdraw your Consent, you can send us your written request with the details of such request. If you decide to withdraw your Consent, the legal effectiveness, validity, and enforceability of prior electronic disclosures and Communications will not be affected.

By electronically signing this Consent, you are confirming that: (1) your system meets the requirements set forth above; (2) you agree to receive Communications electronically; and (3) you are able to access and print or store information presented at this website.

**TELEPHONE CALLS AND TEXT MESSAGES REGARDING YOUR LOAN.** We may send you messages about upcoming payments, missed payments, and other important information, using automated telephone dialing, text messages, or email. Phone messages we leave may play automatically when your phone is answered. Any persons with access to your phone may view your texts. You are responsible for keeping text messages private. **NO CONFIDENTIAL INFORMATION SHOULD BE SENT VIA TEXT MESSAGE.** By giving us your cell phone number, you authorize us to text you about your application and Loan. Standard text messaging and/or calling charges from your phone carrier may apply. We are not liable for those charges. You may withdraw your consent to receive text messages by contacting us. 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 message 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 contacting us. 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.

#### PROMOTIONAL PHONE CALLS AND TEXT MESSAGES.

You previously expressly agreed to receive at your cell number, [REDACTED] advertising and telemarketing text messages and calls made either manually or through using an automatic telephone dialing system or an artificial or prerecorded voice.

If you have not already received a text confirmation, we will send a text to your number confirming your agreement to receive texts and calls described in this Agreement. To receive texts, you will need: (1) a text capable phone; (2) an account with a communication service provider that offers text services; and (3) sufficient storage capacity on your cell phone. Standard carrier charges may apply.

**OPT-OUT or STOP.** You do not have to agree to receive calls or texts in order to obtain credit or any other services. Your consent is voluntary. You may withdraw your consent at any time by: (1) replying "STOP" to any text message we send you, (2) calling us at 855-888-0131, or (3) emailing us at [clientservices@fastdayloans.com](mailto:clientservices@fastdayloans.com).

You can stop receiving all texts, including messages about payment due dates or missed payments, by typing and sending "STOP ALL" in a reply text. Your request to stop text messages will be effective in one Business Day. We may modify or terminate text messaging at any time, for any reason, without notice, and without liability to you or anyone else.

**YOUR ELECTRONIC SIGNATURE:** You acknowledge and agree that when you check the indicated box below, you are providing your electronic signature on this document that is fully enforceable against you. By electronically signing this document, you are agreeing to all the terms and conditions set forth in the Consent and certifying that all information you have provided in connection with this transaction is complete and accurate. You agree that your electronic signature shall have the same force and effect and shall bind you to this Consent in the same manner and to the true extent as a physical signature would do, in accordance with the Electronic Signatures in Global and National Commerce Act ("ESIGN") to the extent applicable. You also agree that this Consent and all related documents are electronic records and that, as such, they may be transferred, authenticated, stored, and transmitted by electronic means.

■

By checking this box you agree to do business electronically with WLCC Lending FDL DBA Fast Day Loans.

**DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION**

Unless you chose to mail to us a check or money order 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 this Agreement.

**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:**

Unless you notify us in writing otherwise, payments will be made through 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.

If you elect to make payments directly, you will need to notify us in writing of this preference and 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 Lending FDL DBA Fast Day Loans  
 P.O. Box 44, #1 Wakpamni Lake Housing, Batesland, SD 57716

**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.

**IMPORTANT: Payments by Cashier's Check or Money Order.** If you opt to make your payments by cashier's check, money order or bill pay services through your bank, you must notify us in writing and revoke your ACH. All payments must be received no later than your payment due date to: [clientservices@fastdayloans.com](mailto:clientservices@fastdayloans.com).

**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 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 855-888-0131 or sending us an e-mail to [clientservices@fastdayloans.com](mailto:clientservices@fastdayloans.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.

**NOTICE OF VARYING AMOUNTS.** 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 authorizations by contacting the financial institution that holds Your Bank Account as well as us directly. If you revoke your authorization, you agree to provide us with another form of payment acceptable to us such as a cashier's check or money order.

**PRIVACY POLICY**  
 Revised 11/2018

<b>FACTS</b>	<b>WHAT DOES WLCC Lending FDL DBA Fast Day Loans DO WITH YOUR PERSONAL INFORMATION?</b>
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<b>Why?</b>	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.	
<b>What?</b>	The types of personal information we collect, and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and checking account information</li> <li>• Payment history and income</li> <li>• Employment information and wire transfer instructions</li> </ul>	
<b>How?</b>	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 reasons WLCC Lending FDL DBA Fast Day Loans chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does WLCC Lending FDL DBA Fast Day Loans share?</b>	<b>Can you limit this sharing?</b>
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
<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>• Call 855-888-0131 - our menu will prompt you through your choices or</li> <li>• Visit us on the web at <a href="http://www.fastdayloans.com">www.fastdayloans.com</a></li> <li>• Contact us via email at <a href="mailto:clientservices@fastdayloans.com">clientservices@fastdayloans.com</a></li> </ul> <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>	
<b>Questions?</b>	Call 855-888-0131 or go to <a href="http://www.fastdayloans.com">www.fastdayloans.com</a>	
<b>Who we are</b>		
Who is providing this notice?	WLCC Lending FDL DBA Fast Day Loans, a business entity of the Wakpamni Lake Community Corporation ("WLCC") a tribal corporation wholly owned by the Wakpamni Lake Community, is providing this privacy policy.	
<b>What we do</b>		
How does WLCC Lending FDL DBA Fast Day Loans 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 Lending FDL DBA Fast Day Loans collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>• Apply for a loan</li> <li>• Give us your income information</li> <li>• Tell us where to send the money</li> <li>• Provide account information</li> <li>• Provide employment information</li> </ul>	

	We also collect your personal information from others, such as credit bureaus, affiliates or other companies.
Why can't I limit all sharing?	You have the right to limit only: <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for non-affiliates to market to you</li> </ul>
What happens when I limit sharing for an account, I hold jointly with someone else?	Your choices will apply to everyone on your account.
<b>Definitions</b>	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <li>• <i>Our affiliates include other business entities of the WLCC</i></li> </ul>
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <li>• <i>WLCC Lending FDL DBA Fast Day Loans does not share with non-affiliates so they can market to you.</i></li> </ul>
Joint marketing	Companies related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <li>• <i>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</i></li> </ul>

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

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

TYPE YOUR NAME: Karen Brown

DATE: 01/12/2022

[ I AGREE ]

Application # [REDACTED]  
01/12/2022 [REDACTED]

# **EXHIBIT B**



(<http://www.dfi.wa.gov/>).

## **WLCC Lending FDL d/b/a FirstDayLoan.com Tribal Lender Not Licensed In Washington State**

**Date Posted:** Monday, April 23, 2018

Alert Number: CA048215\_12/08/17(12/18)

The State of Washington Department of Financial Institutions (DFI) received a complaint from a Washington consumer against WLCC Lending FDL d/b/a FirstDayLoan.com (FirstDayLoan). The consumer reported that FirstDayLoan charged excessive fees and interest and did not provide the consumer with repayment plan terms consistent with Washington State law.

FirstDayLoan operates a website at [firstdayloan.com] and lists its contact information as:

[FirstDayLoan.com]

PO Box 44

#1 Wakpamni Lake Housing

Batesland, SD 57716

855\*876\*8584

It appears that FirstDayLoan may be operating as an online tribal lender not licensed in Washington State. FirstDayLoan claims to be a subsidiary of the Wakpamni Lake Community Corporation, which FirstDayLoan claims is operated by the Oglala Sioux Tribe of the Pine Ridge Reservation, a federally recognized Indian Tribe located in South Dakota.

FirstDayLoan is not licensed by DFI and is not registered to conduct business in Washington State by the Department of Licensing or the Secretary of State.

DFI warns Washington State consumers that before doing business with a financial service provider the consumer should:



- Make sure that the entity is licensed. Consumers can use the “Verify a License” feature on DFI’s website at [www.dfi.wa.gov](http://www.dfi.wa.gov) (<http://www.dfi.wa.gov>) to check whether a payday or consumer loan company is licensed to conduct business in the State of Washington.
- Not provide any personal information, such as social security number or bank account number or access if the company is not licensed or authorized to conduct business.

## **Important Information for Washington Consumers About Unlicensed Lenders**

- Washington State residents are informed that Washington State law provides in RCW 31.45.105(1)(d) and (3) that a “small loan” made by an unlicensed entity to a person physically located in Washington State is uncollectible and unenforceable in Washington State. A “small loan” is defined in RCW 31.45.073 and is a loan that does not exceed \$700.
- Washington State residents are informed that Washington State law provides in RCW 31.04.035 that fees or interest charged in the making of a nonresidential loan by an unlicensed lender must be refunded to the borrower. For a residential mortgage loan, an unlicensed lender must refund any non-third-party fees charged in connection with the origination (excluding interest charges).
- Washington residents only: If you suspect unlicensed activity by a payday lender or consumer loan company, please contact the Department at 1-877-RING-DFI (746-4334), or online at [www.dfi.wa.gov](http://www.dfi.wa.gov) (<http://www.dfi.wa.gov>). Even if the activity involves a loan you obtained over the internet, a license is generally still required. If a collection agency is attempting to collect a debt from you, check that the company is licensed by the state of Washington Department of Licensing.
- Collection activities by payday lenders in the state of Washington are subject to RCW 31.45.082, which limits the time, place, and manner by which a payday lender may collect a debt. Payday lenders must also provide borrowers with an installment plan if the borrower is not able to pay the small loan back when it is due.

## **Important Information for All Consumers**

- If you received a loan from a lender and someone else is now attempting to collect the loan, collection activity may be subject to the federal Fair Debt Collection Practices Act (FDCPA). If you are contacted by a third party claiming you owe a debt, you can request a “written validation notice,” which must provide the amount of the debt, the name of the creditor you owe, and your rights under the FDCPA. If you have questions regarding federal debt collection laws you can contact the Federal Trade Commission (FTC) at 1-877-FTC-HELP or online at [www.ftc.gov](http://www.ftc.gov) (<http://www.ftc.gov>).
- If you feel you have been the victim of a scam you can contact the FTC at 1-877-FTC-HELP (382-4357) or online at [www.ftc.gov](http://www.ftc.gov) (<http://www.ftc.gov>); or the Consumer Financial Protection Bureau (CFPB) at 1-855-411-CFPB (2372) or online at [www.consumerfinance.gov](http://www.consumerfinance.gov) (<http://www.consumerfinance.gov>).

- If the scammers already have your bank account information, social security number, or other personal information, you may be a victim of identity theft. You can contact your bank and the three major credit bureaus take appropriate precautions. The FTC has information for victims of identity theft online at [www.ftc.gov](http://www.ftc.gov) (<http://www.ftc.gov>).
  - If you feel you have been the victim of a scam involving the internet you can contact the Internet Crime Complaint Center online at [www.ic3.gov](http://www.ic3.gov) (<http://www.ic3.gov>).
  - If you feel you have been the victim of a financial scam and are concerned about your personal financial information, you can contact your banking institution and the three major credit bureaus. Procedures for contacting the credit bureaus are available on the FTC's website at [www.ftc.gov](http://www.ftc.gov) (<http://www.ftc.gov>).
  - If you live in another state, go to this webpage to find the regulator in your home state. <http://mortgage.nationwidelicensingsystem.org/consumer/Pages/AgencyContacts.aspx> (<http://mortgage.nationwidelicensingsystem.org/consumer/Pages/AgencyContacts.aspx>).
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**Was this information helpful? \***

Yes

No

## CAPTCHA

This question is for testing whether or not you are a human visitor and to prevent automated spam submissions.

Send Feedback

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Fast Day Loans Hit with Class Action Over Alleged 'Rent-a-Tribe' High-Interest Lending Scheme](#)

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