

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

LAUREN COMBS,	)
on behalf of Plaintiff and a class,	)
	)
Plaintiff,	)
	)
vs.	)
	)
LDF HOLDINGS, LLC,	)
MIDAASWI, LLC, and	)
JESSI LEE PHILLIPS LORENZO,	)
also known as Jessi Phillips Lorenzo,	)
formerly known as Jessi Lee Phillips,	)
	)
Defendants.	)

**COMPLAINT – CLASS ACTION**

1. Plaintiff Lauren Combs brings this action to secure redress from predatory and unlawful loans (such as Exhibit A, Ms. Combs’ loan agreement).

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 Consumer Fraud Act, 815 ILCS 505/2 (Count III), and treble damages under RICO (Counts IV-VII).

**JURISDICTION AND VENUE**

3. This Court has subject matter jurisdiction under 18 U.S.C. §1964 (RICO), 28 U.S.C. §1331 (general federal question), and 28 U.S.C. §1367 (supplemental jurisdiction). Depending on the number of class members and the amount of loans made to them, the Court may also have jurisdiction under 28 U.S.C. §1332(d).

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 the loans were made to a resident of Winnebago County.

## **PARTIES**

### **Plaintiff**

6. Plaintiff Lauren Combs is a resident of Pecatonica, Winnebago County, Illinois.

### **Defendant LDF Holdings**

7. Defendant LDF Holdings, LLC (“LDF Holdings”) is a limited liability company chartered under Wisconsin law. (Exhibit B) Its registered agent and office is Elise Susnik, 3471 County Rd. NN, West Bend, WI 53095. It claims to be wholly owned, indirectly, by the Lac du Flambeau Band of Lake Superior Chippewa Indians (the “LDF Tribe”). (Material from LDF Holdings website, Exhibit C)

8. LDF Holdings, LLC claims to operate from the second floor of a cigarette store called the Smoke Shop, located at 597 Peace Pipe Road, Lac du Flambeau, WI 54538. (Image in Exhibit D)

### **Defendant Lorenzo**

9. The president of LDF Holdings, LLC is Jessi Lee Phillips Lorenzo, also known as Jessi Phillips Lorenzo, f/k/a Jessi Lee Phillips (“Lorenzo”).

10. According to her LinkedIn profile (Exhibit E), as well as information posted on LDF Holdings’ website (Exhibit C, p. 4), Lorenzo is the president of LDF Holdings, LLC despite not being a member of the LDF Tribe.

11. As president, Lorenzo directs and controls the lending activities, policies and practices of LDF Holdings, LLC and Midaaswi, LLC.

12. On information and belief, Lorenzo resides at 708 1st St., Apt. D, Indian Rocks Beach, FL 33785-2693, and formerly resided at 502 S. Fremont Ave., Apt. 1107, Tampa, FL 33606.

**Defendant Midaaswi, LLC**

13. Defendant Midaaswi, LLC, doing business as National Small Loan (“Midaaswi”), is a limited liability company that conducts online lending at high interest rates, in excess of 500%. It does business via its website, www.nationalsmallloan.com.

14. Midaaswi is allegedly reachable at PO Box 632, Lac Du Flambeau, WI 54538.

15. Midaaswi claims to be wholly owned, indirectly, by the LDF Tribe. (Exhibit A)

16. Midaaswi is allegedly a portfolio company of LDF Holdings, LLC (Exhibit C, p. 3).

17. In fact, as described below, the principal economic benefit of the activities of Midaaswi is received by non-Native American persons, including Lorenzo.

18. Midaaswi does business in Illinois over the Internet, via text message, via Automated Clearing House transactions, and over the telephone.

19. Lorenzo acts as the agent of or service provider to Midaaswi d/b/a National Small Loan, with the knowledge, consent and direct participation of LDF Holdings. For example, she is in charge of obtaining credit reports when needed for Midaaswi borrowers. She is effectively in charge of its operations.

**FACTS**

**ILLINOIS PROHIBITIONS ON PREDATORY LOANS**

20. 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.

21. 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.”

22. 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.

23. 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.”).

24. 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.

25. 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.

26. 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).

27. The Illinois Department of Financial and Professional Regulation has repeatedly brought cases against unlicensed out of state 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>)

### **RENT-A-TRIBE SCHEMES**

28. In an attempt to evade prosecution under usury laws of states like Illinois, non-tribal owners of online payday lending businesses frequently engage in a business model commonly

referred to as a “rent-a-tribe” scheme.

29. In such schemes, non-tribal payday lenders create an elaborate charade claiming their non-tribal businesses are owned and operated by Native American tribes.

30. The illegal payday loans are then made in the name of a Native American tribal business entity which purport to be shielded from state and federal laws prohibiting usury due to tribal sovereign immunity. However, the tribal lending entity is simply a facade for an illegal lending scheme; all substantive aspects of the payday lending operation – funding, marketing, loan origination, underwriting, loan servicing, electronic funds transfers, and collections – are performed by individuals and entities that are unaffiliated with the tribe.

31. In exchange for use of the tribe’s name, the beneficial owner of the payday lending scheme pays the cooperating tribe a fraction of the revenues generated. While the percentage varies from scheme-to-scheme, the number is almost always in the single digits.

32. However, 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).

33. 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.

34. 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.

35. 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.

36. 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*, No. 18-2282, 787 F. App'x 81 (3d Cir. Sept. 6, 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”).

37. Attempting to circumvent state interest rate caps by fraudulently asserting tribal sovereign immunity has been found to constitute criminal conduct. *See United States v. Tucker, et al.*, No. 1:16-cr-91-PKC, 2017 U.S. Dist. LEXIS 134265 (S.D.N.Y. Mar. 1, 2017).

#### **NATIONAL SMALL LOAN'S EVOLUTION INTO A PURPORTED TRIBAL ENTITY**

38. Around November 18, 2013, the website [nationalsmallloan.com](http://nationalsmallloan.com) was registered; archived Domain Name Registration records show it was registered to Melissa Drotar, 7257 NW 4th Blvd. #7, Gainesville, FL 32607, email [melissa@nationalpayday.com](mailto:melissa@nationalpayday.com). (Website, Exhibit F, and domain registration, Exhibit G)

39. [Nationalpayday.com](http://Nationalpayday.com) was supposedly owned by Devidia II Ltd., which claimed to be located in Costa Rica. “Devidia II” appears to be named after the fictional planet Devidia II, referenced in *Star Trek: The Next Generation*.

40. In reality, the business was beneficially owned by Aaron Taravella (“Taravella”), Oscar Rodriguez (“Rodriguez”), Jesus Diaz (“Diaz”), and other, non-Costa Rican investors.

41. The address 7257 NW 4th Blvd., #7, Gainesville, FL 32607 belongs to Westside Postal Express, a company that provides private post office boxes.

42. National Pay Day operated out of an office at 4911 SW 91st Terrace, Suite A, Gainesville, FL 32608. This is the same address used by Taravella for his business, Strategic Funding Partners, Inc. (Exhibit H) At one point, Strategic Funding Partners, Inc., did business as “Gainesville Title Loan.”

43. National Small Loan made payday loans from its website at rates exceeding 700% annually. Archived web pages from January 2015 (Exhibit I) show no indication that the website, at that time, claimed any kind of affiliation with a Native American tribe. In January 2015, National Small Loan’s logo featured a blue-and-black stack of cash to the left, with the word “National” on one line and “SmallLoan.com” on a second.

44. Web archives from 2015 show its business hours to be listed as 9am to 5pm Eastern Standard Time. (Exhibit I) Gainesville, Florida, is in the Eastern Time Zone.

45. Web archives from 2015 show the main customer service number for NationalSmallLoan.com was 877-778-8006 and its fax number was 866-513-0374. (Exhibit I)

46. The identical phone and fax numbers can be found on the website of Nationalpayday.com (Exhibit J)

47. In June 2015, the State of Washington, Department of Financial Institutions, Division of Consumer Services, fined Devidia II Ltd. \$4,750 for making illegal, unlicensed loans in Washington State, and ordered it to cease and desist.



48. Shortly thereafter, National Small Loan began claiming it was owned by the LDF Tribe in rural Wisconsin, and that it was operated from the second floor of a cigarette store called the Smoke Shop in Lac du Flambeau, Wisconsin.

49. The LDF Tribe is a small, isolated, and economically depressed Indian Tribe located in rural Wisconsin.

#### **ORIGIN OF THE LDF TRIBE'S PAYDAY LENDING OPERATIONS**

50. An article published in the LDF Tribe's newsletter, *Imwevin*, in July 2013 noted that the tribe had embarked on a new internet lending business. The article stated that "some view payday loan and internet lending businesses as predatory, with companies taking advantage of individuals already in unpleasant financial situations." The article also stated that "the Tribe has partnered with one of the largest and most experienced lending companies." (Exhibit K)

51. Lacking both capital and experience, and in desperate need of money, the tribe attempted to rent out one of its few remaining assets – its sovereign immunity – to non-tribal persons and entities who agreed to pay the LDF Tribe a small percentage of each loan as a fee or commission.

52. Within a short period of time, the LDF Tribe became one of the most prolific suppliers in the rental market for sovereign immunity, making "rent-a-tribe" agreements with over 50 different non-tribal investors.

53. The LDF Tribe received between one and three percent of revenues from each of these lenders in exchange for the use of their name. Despite supposedly owning a multitude of payday loan websites, transacting tens of millions of dollars in total revenues per month, a feat which would require thousands of employees, each and every payday lending website purportedly owned by the LDF Tribe states its business office operated

from the same small structure located at 597 Peace Pipe Rd., Lac Du Flambeau, WI 54538. (Exhibit D)

54. After its “acquisition” by the LDF Tribe, money flowed in – and out – of National Small Loan through a maze of different shell companies, including Unified Analytics, LLC (“Unified Analytics”), and National Techmark, Inc. (“National Techmark”). Both of these companies operated from 4911 SW 91st Terrace, Suite A, in Gainesville and were owned by Taravella’s long-time associates, Rodriguez and Diaz.

55. Unified Analytics and National Techmark received more than \$5 million from Ganador Enterprises, LLC, and Carl Ruderman (“Ruderman”). Unified Analytics and National Techmark used the money to fund “tribal” payday loans. Ruderman, through 1 Global Capital, LLC (“1 Global Capital”), raised millions of dollars from thousands of individual investors using a network of unlicensed and barred brokers, telling investors the money would be invested “safely” and used to make merchant cash advances.

56. Ruderman, 1 Global Capital, Unified Analytics, and National Techmark were sued in 2018 by the Securities and Exchange Commission for fraud. 1 Global Capital’s chief financial officer, Alan Heide, was sentenced to a five-year prison term in 2019 for his role in the fraud.

57. Even though National Small Loan now claims to be located in Wisconsin, which is in the Central Time Zone, its website indicates hours of operation in Eastern Standard Time. Its logo also remains the same.

58. The fax number 866-513-0374 is still used by both the “tribal” National Small Loan (Exhibit A, second to last page) and non-tribal National PayDay as of August 2020

(Exhibit L)

59. National Small Loan now purports to be owned by Midaaswi, LLC.

60. Loan underwriting followed the same patterns as before. Loan approval was made by the non-tribal owners of National Small Loan, under the direction of Lorenzo. Electronic documents were transmitted to a Midaaswi/LDF Holdings representative on LDF tribal soil in Wisconsin, who rubber-stamped approval for the loan while technically on the LDF Tribe's reservation. The loans are then funded from bank accounts to which Midaaswi/LDF Holdings have no access, and the loans are serviced and collected by nontribal entities off the LDF Tribe's reservation, again under the direction of Lorenzo.

61. However, LDF Holdings and Midaaswi were compensated by the beneficial, non-tribal owners of National Small Loan for their complicity.

#### **FACTS RELATING TO PLAINTIFF**

62. On or about May 7, 2021, Defendants made a loan to Plaintiff via Internet in the amount of \$500 at a disclosed annual percentage rate of 704.63% (Exhibit A).

63. The loan document is a form document.

64. Defendants regularly make loans to individuals in Illinois at such rates.

65. The loan was obtained for personal, family or household purposes and not for business purposes.

66. At no time have Defendants had a license from the Illinois Department of Financial and Professional Regulation or a state or federal banking or credit union charter, entitling it to make loans to Illinois residents at more than 9% interest.

67. Defendants nevertheless advertise and make loans to Illinois residents at rates greatly exceeding 9%.

68. Defendants sought out Illinois residents for such loans.

69. Plaintiff has made payments on the loan.

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

70. Plaintiff incorporates paragraphs 1-69.

71. There is a controversy between Plaintiff and the class, on the one hand, and Defendants, on the other, as to whether Plaintiffs must repay the loans made to them.

72. Declaratory relief will resolve such controversy.

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

**CLASS ALLEGATIONS**

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

75. The class consists of (a) all individuals with Illinois addresses (b) to whom a loan was made in the name of Midaaswi at more than 9% interest (c) which loan is still outstanding.

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

77. The class is so numerous that joinder of all members is not practicable. On information and belief, there are at least 40 class members.

78. 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.

79. Plaintiff will fairly and adequately represent the class members. Plaintiff

has retained counsel experienced in class actions and consumer credit litigation.

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

81. Defendant has acted on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate.

82. 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**

83. Plaintiff incorporates paragraphs 1-69.

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

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

**CLASS ALLEGATIONS**

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

87. The class consists of (a) all individuals with Illinois addresses (b) to whom a loan was made in the name of Midaaswi 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.

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

89. The class is so numerous that joinder of all members is not practicable. On information and belief, there are at least 40 class members.

90. 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.

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

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

93. 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 – ILLINOIS CONSUMER FRAUD ACT**

94. Plaintiff incorporates paragraphs 1-69.
95. Defendants contracted for and collected loans prohibited by the Illinois Predatory Loan Prevention Act.
96. Violation of the Predatory Loan Prevention Act is a violation of the Illinois Consumer Fraud Act.

**CLASS ALLEGATIONS**

97. Plaintiff brings this claim on behalf of a class, pursuant to Fed.R.Civ.P. 23(a) and (b)(3).
98. The class consists of (a) all individuals with Illinois addresses (b) to whom a loan was made in the name of Midaaswi at more than 9% interest (c) which loan was made on or after a date 3 years prior to the filing of suit.
99. Plaintiff may alter the class definition to conform to developments in the case and discovery.
100. The class is so numerous that joinder of all members is not practicable. On information and belief, there are at least 40 class members.
101. 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.

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

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

104. 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**

105. Plaintiff incorporates paragraphs 1-69.

106. This claim is against Jessi Lee Phillips Lorenzo and LDF Holdings, LLC.

107. All loans made in the name of Midaaswi, LLC 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 (704.63%, in the case of Plaintiff, and similar rates, in the case of the class members) is at least twice the enforceable rate (9%).

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

109. Midaasawi, LLC is an enterprise affecting interstate commerce, in that it is located



outside of Illinois and makes loans to Illinois residents via the Internet.

110. Defendants Jessi Lee Phillips Lorenzo and LDF Holdings, LLC are associated with Midaaswi, LLC, as set forth above, in that they direct and control its lending activities.

111. Defendants LDF Holdings, LLC and Jessi Lee Phillips Lorenzo conducted or participated in the conduct of the affairs of Midaaswi, LLC through a pattern of collection of unlawful debt, as set forth above, in violation of 18 U.S.C. §1962(c).

112. Plaintiff was deprived of money as a result.

### **CLASS ALLEGATIONS**

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

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

115. The class is so numerous that joinder of all members is not practicable. On information and belief, there are at least 40 class members.

116. 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 Midaaswi is an “enterprise.”
- c. Whether Defendants are associated with Midaaswi.
- d. Whether Defendants conducted or participated in the affairs of Midaaswi through a pattern of making and collecting unlawful loans.

117. Plaintiff will fairly and adequately represent the class members. Plaintiff has retained

counsel experienced in class actions and consumer credit litigation.

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

119. 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.

#### **COUNT V – RICO**

120. Plaintiff incorporates paragraphs 1-69.

121. This claim is against Jessi Lee Phillips Lorenzo.

122. All loans made in the name of Midaaswi, LLC 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 (704.63%, in the case of Plaintiff, and similar rates, in the case of the class members) is at least twice the enforceable rate (9%).

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

124. Midaasawi, LLC and LDF Holdings, LLC constitute an association in fact enterprise, existing for the purpose of making high-interest loans.

125. The association in fact enterprise affects interstate commerce, in that it has physical

locations outside of Illinois and makes loans to Illinois residents via the Internet.

126. Defendant Jessi Lee Phillips Lorenzo is associated with the enterprise, in that she directs and controls its lending activities.

127. Defendant Jessi Lee Phillips Lorenzo conducted or participated in the conduct of the affairs of the association in fact enterprise through a pattern of collection of unlawful debt, as set forth above, in violation of 18 U.S.C. §1962(c).

128. Plaintiff was deprived of money as a result.

### **CLASS ALLEGATIONS**

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

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

131. The class is so numerous that joinder of all members is not practicable. On information and belief, there are at least 40 class members.

132. 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 LDF Holdings and Midaaswi constitute an association in fact “enterprise.”
- c. Whether Defendant is associated with the enterprise.
- d. Whether Defendant conducted or participated in the affairs of the enterprise through a pattern of making and collecting unlawful loans.

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

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

135. 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 Defendant 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.

#### **COUNT VI – RICO**

136. Plaintiff incorporates paragraphs 1-69.

137. This claim is against Jessi Lee Phillips Lorenzo.

138. All loans made in the name of Midaaswi, LLC 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 (704.63%, in the case of Plaintiff, and similar rates, in the case of the class members) is at least twice the enforceable rate (9%).

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

140. LDF Holdings, LLC is an “enterprise.”

141. Defendant Jessi Lee Phillips Lorenzo is associated with LDF Holdings, LLC, as set

forth above, in that she is its principal executive officer and directs and controls its lending activities, including the making of loans in the name of Midaaswi, LLC.

142. LDF Holdings, LLC, is engaged in interstate commerce, in that it is located outside of Illinois and is involving in the making and collection of loans to Illinois residents via the Internet.

143. Defendant Jessi Lee Phillips Lorenzo conducted or participated in the conduct of the affairs of LDF Holdings, LLC through a pattern of collection of unlawful debt, as set forth above, in violation of 18 U.S.C. §1962(c).

144. Plaintiff was deprived of money as a result.

### **CLASS ALLEGATIONS**

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

146. The class consists of (a) all individuals with Illinois addresses (b) to whom a loan was made in the name of Midaaswi, LLC at more than 9% interest (c) which loan was made on or after a date 4 years prior to the filing of suit.

147. The class is so numerous that joinder of all members is not practicable. On information and belief, there are at least 40 class members.

148. 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 LDF Holdings is an “enterprise.”
- c. Whether Defendant Lorenzo is associated with LDF Holdings.
- d. Whether LDF Holdings is responsible for the making of loans in the name of Midaaswi.

- e. Whether Defendant conducted or participated in the affairs of LDF Holdings, LLC through a pattern of making and collecting unlawful loans.

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

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

151. 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 Defendant 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.

#### **COUNT VII – RICO**

152. Plaintiff incorporates paragraphs 1-69.

153. This claim is against Jessi Lee Phillips Lorenzo and LDF Holdings, LLC.

154. All loans made in the name of Midaaswi, LLC 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 (704.63%, in the case of Plaintiff, and similar rates, in the case of the class members) is at least twice the enforceable rate (9%).

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

156. Midaaswi, LLC is an “enterprise.”

157. Defendants Jessi Lee Phillips Lorenzo and LDF Holdings, LLC are associated with Midaaswi, LLC, as set forth above, in that they direct and control its lending activities.

158. Midaaswi, LLC is engaged in interstate commerce, in that it is located outside of Illinois and makes loans to Illinois residents via the Internet.

159. Defendants LDF Holdings, LLC and Jessi Lee Phillips Lorenzo agreed and conspired to originate unlawful debts in the name of Midaaswi and collect them, in violation of 18 U.S.C. §1962(d).

160. Plaintiff was deprived of money as a result.

#### **CLASS ALLEGATIONS**

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

162. The class consists of (a) all individuals with Illinois addresses (b) to whom a loan was made in the name of Midaaswi, LLC at more than 9% interest (c) which loan was made on or after a date 4 years prior to the filing of suit.

163. The class is so numerous that joinder of all members is not practicable. On information and belief, there are at least 40 class members.

164. 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 Midaaswi is an “enterprise.”
- c. Whether Defendants agreed to make and collect unlawful loans, as set forth above.

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

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

167. 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 (ARDC 0712094)

Tara L. Goodwin (ARDC 6297473)

David Kim (ARDC 6303707)

**EDELMAN, COMBS, LATTURNER & GOODWIN, LLC**

20 South Clark Street, Suite 1500

Chicago, IL 60603-1824

(312) 739-4200

(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

**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

Daniel A. Edelman (ARDC 0712094)

Tara L. Goodwin (ARDC 6297473)

David Kim (ARDC 6303707)

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**LIST OF EXHIBITS**

- A Ms. Combs' loan agreement
- B LDF Holdings entry on Wisconsin Department of Financial Institutions website
- C Material from LDF Holdings website
- D Image of 597 Peace Pipe Road, Lac du Flambeau, WI 54538
- E LinkedIn profile of Jessi Lee Phillips Lorenzo
- F [nationalsmallloan.com](http://nationalsmallloan.com), archived website
- G Domain registration records for [nationalsmallloan.com](http://nationalsmallloan.com)
- H records showing 4911 SW 91st Terrace, Suite A, Gainesville, FL 32608 was used for Strategic Funding Partners, Inc., d/b/a "Gainesville Title Loan"
- I National Small Loan, archived web pages from January 2015
- J archived material from website of [Nationalpayday.com](http://Nationalpayday.com)
- K article published in the LDF Tribe's newsletter, *Innwevin*, in July 2013
- L material from website of non-tribal National PayDay

**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**  
 LAUREN COMBS, LAUREN COMBS, on behalf of Plaintiff and a class,

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

**(c)** Attorneys (Firm Name, Address, and Telephone Number)  
 Edelman, Combs, Lattuner and Goodwin, LLC 20 S. Clark St. Suite 1500 Chicago, IL 60603

**DEFENDANTS**  
 LDF HOLDINGS, LLC, MIDAASWI, LLC, and JESSI LEE PHILLIPS LORENZO, also known as Jessi Phillips Lorenzo, formerly known as Jessi Lee Phillips,

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  
 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)

Citizen of This State	PTF <input type="checkbox"/> 1	DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	PTF <input type="checkbox"/> 4	DEF <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	<b>PERSONAL INJURY</b> <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	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<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
REAL PROPERTY	CIVIL RIGHTS	LABOR	SOCIAL SECURITY	FEDERAL TAX SUITS
<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	<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	<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	<input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<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))
		PRISONER PETITIONS	IMMIGRATION	
		<input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <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	<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"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

**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.)  
 RICO (Count IV-VII)

**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 re-filing of a previously dismissed action     is a re-filing of case number \_\_\_\_\_ previously dismissed by Judge \_\_\_\_\_  
 DATE 08/02/2021    SIGNATURE OF ATTORNEY OF RECORD \_\_\_\_\_

**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**

**Go to Signature line**

Please scroll through and read the entire loan agreement below.

**PLEASE TAKE A MOMENT TO REVIEW THIS LOAN AGREEMENT CAREFULLY. YOU WILL BE REQUIRED TO ELECTRONICALLY SIGN IT. YOU WILL ALSO ELECTRONICALLY SIGN THE PAYMENT CHOICE AUTHORIZATIONS.**

<b>Agreement Date:</b> <b>05/07/2021</b> <b>Effective Date:</b> <b>05/10/2021</b>	<b>Loan #</b> <b>Loan Type: Installment Loan</b>
<b>Midaaswi, LLC DBA</b> <b>National Small Loan</b> <b>P.O. Box 632</b> <b>Lac du Flambeau, WI 54538</b>	<b>Lauren Combs</b>

In this Agreement ("Agreement") the words "we," "us" and "our" mean Midaaswi, LLC d/b/a National Small Loan, an economic development arm of, instrumentality of, and a limited liability company wholly-owned and controlled by, the Lac du Flambeau Band of Lake Superior Chippewa Indians ("Tribe"), and any authorized representative, agent, independent contractor, affiliate or assignee we use in the provision of your loan. "You" and "your" means the consumer who signs the Agreement electronically. The term "business day" means any calendar day other than a Saturday, Sunday or a bank or federal holiday, between the hours of 9AM and 5PM EST.

This Agreement is governed by the laws of the Tribe.

In order to complete your transaction with us, you must electronically sign and date this Agreement. A loan will not be made until your completed application is received and approved by us. Once you sign and submit this Agreement, the final approval for credit will be made from our office located on the Tribe's Reservation. If your information cannot be verified by the Effective Date, your request for credit will not be approved, we will not fund the loan, and you will not incur any finance charge or fees. If we approve your request, this Agreement will be consummated on the Tribe's Reservation.

**Remember: You can pay down or pay off this loan at any time without penalty. The payment schedule below is only if you make the minimum payment for the life of the loan.**

**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.
704.63%	\$1845.85	\$500.00	\$2345.85

**Your Payment Schedule will be:**

<b>Number of Payments</b>	<b>Payment Due</b>	<b>Payment Date</b>
---------------------------	--------------------	---------------------

1	146.59	05/27/2021
1	146.59	06/10/2021
1	146.59	06/24/2021
1	146.59	07/08/2021
1	146.59	07/22/2021
1	146.59	08/05/2021
1	146.59	08/19/2021
1	146.59	09/02/2021
1	146.59	09/16/2021
1	146.59	09/30/2021
1	146.59	10/14/2021
1	146.59	10/28/2021
1	146.59	11/12/2021
1	146.59	11/26/2021
1	146.59	12/09/2021
1	147.00	12/23/2021

**Security:** If you decide to authorize automatic payments from your bank account, you are giving a security interest in your Payment Choice Authorization. If you do not authorize automatic payments from your bank account, you are not giving us a security interest.

**Late Charge:** If a payment is 1 day or more late, you will be charged \$30 per late scheduled payment.

**Prepayment:** If you pay off early, you will not have to pay a penalty. See the terms of the Agreement below for any additional information about nonpayment, default, any repayment in full before the scheduled date, and prepayment penalties.

ITEMIZATION OF AMOUNT FINANCED: Amount Financed/Amount given to you directly \$500.00

#### **SPECIAL NOTICES:**

- **YOUR LOAN IS AN EXPENSIVE FORM OF BORROWING.**
- **YOU CAN SAVE FINANCE CHARGES BY PAYING OFF YOUR LOAN EARLY EITHER IN PART OR IN FULL.**
- **YOUR LOAN IS DESIGNED TO ASSIST YOU IN MEETING YOUR SHORT-TERM CASH NEEDS. IT IS NOT A SOLUTION FOR LONGER TERM FINANCIAL PROBLEMS.**
- **NON-PROFIT CREDIT COUNSELING SERVICES ARE AVAILABLE IN YOUR COMMUNITY FOR CONSUMERS EXPERIENCING FINANCIAL PROBLEMS.**

#### **PAYMENT DISBURSEMENT OPTIONS:**



**DISBURSEMENT:** If your loan is approved, we will process disbursement of your loan proceeds within one (1) business day of the day your loan is approved. You authorize us to use commercially reasonable efforts to initiate a credit entry by depositing the proceeds of your loan into your Bank Account as described in your Disbursement Authorization. The date that your loan proceeds are deposited to your Bank Account is the "Disbursement Date." Unavoidable delays that occur as a result of bank holidays, the processing schedule of your individual bank, inadvertent processing errors, "acts of God," and/or "acts of terror" may extend the time for the deposit and may cause a change in the Disbursement Date and your Annual Percentage Rate ("APR") as disclosed herein. In the event that disbursement is delayed, the Disbursement Date will automatically adjust to the actual date of disbursement

**AUTHORIZATION FOR ACH CREDIT:** You agree that we may initiate a credit entry to your Bank Account for an amount consistent with this Agreement on or before the Effective Date. If you revoke this authorization before we credit the loan proceeds to you, then we will not be able to deposit the loan proceeds into your Bank Account. To find out whether or not a deposit has been made, you may contact customer service at 1-877-807-4827.

### **PAYMENT METHOD OPTIONS**

**PAYMENTS:** You are required to make the payments for each period outlined in the payment schedule above ("Installment Period") on or before the payment due dates in the payment schedule ("Payment Due Dates"). If you would like to repay your loan according to a payment plan other than as set forth herein, you must contact a customer service representative no later than three (3) days prior to your next scheduled Payment Due Date to make those payment schedule modifications if you would like them in effect for the next Payment Due Date. You will make your payments on or before every Payment Due Date until you have paid the entire principal and accrued finance charge(s) and any other charges as described in this Agreement. If on the final scheduled Payment Due Date ("Maturity Date"), you still owe amounts under this Agreement, you will pay those amounts in full on that date. You may elect to make your payments electronically: by ACH debit, by debit card, or by Remotely Created Check. You may also elect to make your payments by cashier's check or money order and mail your payments to us.

**ELECTRONIC PAYMENT:** If you elect to make your payments electronically, then your payment plus any Non-Sufficient Funds ("NSF"), Late or Refused Instrument Charge fees due to us, if applicable, will be debited electronically from your Bank Account on each Payment Due Date as set forth in your payment schedule (see "**PAYMENT CHOICE AUTHORIZATION**" below) through one of the electronic methods described below. **You may revoke your payments** by contacting customer service at 1-877-807-4827 or emailing us at support@nationalsmallloan.com. Please note: if your scheduled payment has already been submitted to your financial institution at the time of revocation, it may be necessary for us to wait until that payment posts before we can refund you that payment amount. However, when possible, at the time of revocation, we will void any pending payment(s). For the purposes of these disclosures, our business days are Monday through Friday, 9:00 AM EST to 5:00 PM EST. Saturdays, Sundays, and Holidays are not included.

**[PAYMENTS BY ACH DEBIT:** If you elect to pay by ACH debit, then you authorize us, our successors and assigns to initiate automatic debits for payments from your Bank Account. You agree that we will initiate debit entries on each scheduled payment date or thereafter for the scheduled amount, or any lesser amount you owe. You authorize us to initiate separate ACH debit entries to your Bank Account identified in the Payment Choice Authorization for any returned payment and NSF, Late or Refused Instrument Charge fees in the amounts set forth in this Agreement. You agree that we may reinstate any ACH up to two (2) additional times for the same amount if an ACH is dishonored. **You do not have to authorize payments by ACH debit in order to receive a loan from us. If you do not want to make payments by ACH debit, please review the other available payment options below. You**

**may revoke this authorization** by contacting customer service at 1-877-807-4827 or emailing us at support@nationalsmallloan.com not less than three (3) business days prior to your scheduled payment. Please note: if your scheduled payment has already been submitted to your financial institution at the time of revocation, it may be necessary for us to wait until that payment posts before we can refund you that payment amount. However, when possible, at the time of revocation, we will void any pending payment(s). You have the right to receive notice of all transfers that vary in amount. You acknowledge that we elected to offer you a specified range of amounts for the recurring ACH processing rather than providing you with a notice of transfer for each varying amount. The ACH debit may range from the amount provided in this Agreement, which may be a scheduled payment amount or less if partial prepayments have been made, to the scheduled payment amount plus applicable NSF, Late or Refused Instrument Charge fees. We will send you a notice if a charge exceeds this range. You authorize us to verify any information that you provide to us, including past and current information from whatever source. You agree that the ACH entries authorized here are voluntary, and that certain entries will recur as defined in this Agreement at substantially regular intervals. If there is any missing or erroneous information in or with your loan application regarding your Bank Account, then you authorize us to verify and correct the information. If any payment cannot be obtained by ACH, you remain responsible for such payment and any resulting fees under this Agreement. Your Bank Account associated with this authorization is listed in the Payment Choice Authorization.]

**[PAYMENT BY REMOTELY CREATED CHECK:** If you elect to pay by remotely created check, you agree that we may create checks bearing your typed name and other information as may be required under applicable law, rather than your handwritten signature, drawn on your Bank Account, and to submit each check for payment to the bank or other financial institution in the amount of each payment owing to us under this Agreement on or after each scheduled payment date (“Remotely Created Check”), otherwise known as a demand draft, telecheck, preauthorized draft or paper draft in four (4) instances: 1) if you have specifically elected to make your payments by Remotely Created Check, 2) if you elected to make payments by debit card or ACH and you subsequently revoke either authorization, 3) if we are unable to process your payments by debit card or ACH for any other reason, or 4) if you have defaulted on a payment. If a Remotely Created Check is returned unpaid by the Bank or other financial institution, then you authorize us to create and submit a Remotely Created Check for any NSF, Late or Refused Instrument Charge fees or other amounts accrued pursuant to this Agreement. You agree that your typed name will constitute your authorized signature fully reflecting your intent to authenticate any such Remotely Created Check. You authorize us to vary the amount of any preauthorized payment by Remotely Created Check as needed to repay amounts owing, as modified by any partial prepayment. If you would like to dispute a payment related to a Remotely Created Check, determine whether a payment was genuine, withhold payment of a Remotely Created Check, or obtain recrediting of amounts we obtain via Remotely Created Check, contact us at 1-877-807-4827 or email us at support@nationalsmallloan.com.]

**PAYMENT BY CASHIER’S CHECK OR MONEY ORDER:** If you elect to pay by cashier’s check or money order, then you agree to repay all amounts due pursuant to this Agreement by mailing your cashier’s checks or money orders to us at Midaaswi, LLC DBA National Small Loan, PO Box 632, Lac du Flambeau, WI 54538. All mailed payments must reach us by 4:00 PM EST on or before 1 (one) business day prior to the Payment Due Date to ensure timely processing of your payment.

#### **OTHER INFORMATION**

**PREPAYMENT:** You may prepay all or part of the amount you owe us at any time before the Maturity Date without penalty. If you prepay in full, you must pay the finance charge(s) accrued on your loan and all other amounts due up to the date of the prepayment. If you wish to prepay your loan, then you must contact a customer service representative at 1-877-807-4827 to obtain an accurate payoff amount and either provide us with authorization to effect a debit entry to your Bank Account for the prepayment, or

otherwise advise us of your intended method of prepayment. If you prepay all or part of the principal amount due on your loan, your finance charges on the amount prepaid will be calculated as of the date of your prepayment.

**LATE CHARGE:** You agree to pay a late charge of \$30 if a payment is 1 day or more late. If you authorized debits from your Bank Account or debit card in your Payment Choice Authorization, you agree that we may debit your Bank Account or debit card, as applicable, for any late charges.

**REFUSED INSTRUMENT CHARGE:** If your payment method is stopped, denied or otherwise dishonored, then you agree to pay us a fee of \$25 and \$15 for card payments. If you authorized debits from either your Bank Account or debit card in your Payment Choice Authorization, you agree that we may debit your Bank Account or debit card, as applicable, for any Refused Instrument Charge. Your refused instrument may also cause your payment to be late which could result in your having to also pay a late charge.

**YOUR PROMISE TO PAY:** You promise to pay us, or any subsequent holder of this Agreement, the Amount Financed and finance charges according to the payment schedule in the Truth in Lending Disclosures plus all other amounts owed to us under this Agreement. You agree that your finance charges will be calculated at the Annual Percentage Rate in the Truth in Lending Disclosures. All payments will be applied first to finance charges and fees and then to principal. If you prepay all or part of the principal amount due on your loan, your finance charges on the amount prepaid will be calculated as of the date of your prepayment.

**WHEN YOU BEGIN PAYING FINANCE CHARGE(S):** You begin to accrue finance charge(s) for the loan on the Disbursement Date. The first Installment Period on the loan begins on the Disbursement Date and ends on the first Payment Due Date. Thereafter, each Installment Period begins on the first date following the Payment Due Date and ends on the next Payment Due Date. You will be charged finance charge(s) on the entire Installment Period beginning on the first day of the Installment Period. In calculating your payments, we have assumed you will make each payment on the day and in the amount due as outlined within your payment schedule. If any payment is made before the Payment Due Date, the finance charge(s) will be calculated as of the date of your prepayment, and any over payment will be applied to the amounts owed under this Agreement. Time is of the essence, which means that there are no grace periods for when payments must be made.

**ASSIGNMENT:** This Agreement may not be assigned by you. We may assign or transfer this Agreement and our related rights and obligations without notice to you and your consent is not required if we make such an assignment or transfer.

**VERIFICATION:** You authorize us to verify the information you provided to us in connection with your loan application. You give us consent to obtain information about you from consumer reporting agencies or other sources at any time. We reserve the right to withhold funding of this loan, at any time prior to disbursement, to allow us to verify the information you have provided to us.

**CREDIT REPORTING:** We may report information about your loan to credit bureaus. Late payments, missed payments, or other defaults on your loan may be reflected on your credit report.

**CANCELLATION:** You may cancel your payment obligations under this Loan Agreement, without cost or finance charges, no later than 2:00 PM EST of the second business day immediately following the Disbursement Date ("Cancellation Deadline"). Your right to cancel your loan only applies if your loan either hasn't funded or, if it has, the funds are returned to us as explained below. To cancel your payment obligations on this loan, you must inform us in writing, by or before the Cancellation Deadline, either by email to support@nationalsmallloan.com or by fax at 1-866-513-0374 that you want to cancel the future payment obligations on this loan. If we timely receive your written notice of cancellation on or

before the Cancellation Deadline but before the loan proceeds have been deposited into your Bank Account, then we will not debit your Bank Account and both your and our obligations under this Agreement will be rescinded. However, if we timely receive your written notice of cancellation on or before the Cancellation Deadline but after the loan proceeds have been deposited into your Bank Account, then you authorize us to effect a debit to your Bank Account or DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION for Midaaswi, LLC d/b/a National Small Loan Loan #: 000465292-00 REVIEW VERY CAREFULLY BEFORE EXECUTING THIS DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION your debit card as you chose in your Payment Choice Authorization for the principal amount of this Agreement. If we receive payment of the principal amount via the debit, then both your and our obligations under this Agreement will be rescinded. If we do not receive payment of the principal amount by debit to your Bank Account or your debit card, then this Agreement will remain in full force and effect.

**DEFAULT:** You will be in default under this Agreement if you do not pay us a scheduled payment or any other amounts you owe us when due or your chosen payment method is stopped, denied or otherwise dishonored. If you default on your loan, we can choose to declare all principal, finance charges and other amounts that you owe us to be immediately due and payable in full. If you are in default and you authorized debits from your Bank Account, you agree that we can debit your Bank Account or debit card, as applicable, for the full amount that you owe us. Additionally, if you do not cooperate with us on repaying your debt to us we may submit your name to a collection agency and we may also report the incident to a consumer reporting agency database. This may negatively impact your ability to write checks or to receive loans or advances from other companies.

**CONSEQUENCES OF DEFAULT:** Upon a default by you under this Agreement, we may, at our sole option, take any one or more of the following actions:

- a. Agree to permit you to cure a payment default before the loan goes into collection by modifying your Payment Schedule and/or payment amounts (a "Cure Arrangement"). This option is not available for all customers and/or all loan products. If we agree to a Cure Arrangement and you fail to honor its terms, then we will have the right, at our sole discretion, to terminate the Cure Arrangement and immediately and without notice declare the entire unpaid principal balance and all accrued unpaid finance charge(s) and fees immediately due under your loan ("Accelerate Your Loan");
- b. Automatically and without further action or notice Accelerate Your Loan and require you to immediately pay us all amounts due and owing pursuant to such acceleration;
- c. If you have elected to repay your loan electronically, we may automatically and without further action or notice withdraw from your designated account(s) an amount equal to the amount owed and unpaid as of your last scheduled payment date up to an amount equal to the amount owed if we have Accelerated Your Loan; and
- d. Pursue all legally available means to collect what you owe us.

By electing any one of these options, we do not waive or release our right to subsequently elect and apply any other options to collect the amounts due and owing to us.

**GOVERNING LAW:** The laws of the Tribe and applicable federal law will govern this Agreement, without regard to the laws of any state or other jurisdiction, including the conflict of laws rules of any state. 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 AND PRESERVATION OF SOVEREIGN IMMUNITY:** This Agreement and all related documents are being submitted by you to us as an economic development arm, instrumentality, and limited liability company of the Tribe. The Tribe is a federally recognized Indian Tribe and enjoys sovereign immunity. Nothing in this Agreement constitutes a waiver of the Tribe's sovereign immunity

and the Tribe's immunity is fully preserved and is not waived either in whole or in part by this Agreement and the Tribe expressly maintains all rights, titles, privileges, and immunities, to which the Tribe is entitled. To protect and preserve the rights of the parties, no person may assume a waiver of sovereign immunity. No waiver of the Tribe's immunity is or can be made except by express written declaration of the Tribe's Tribal Council specifically authorizing a waiver for the matter in question. No such waiver has been made with respect to either your Agreement or your Disbursement and Payment Choice Authorization. As set forth below, the Tribe expressly preserves its sovereign immunity and you may not assert any claims against the Tribe. As an economic development arm and instrumentality of the Tribe, we are entitled to sovereign immunity to the same extent as the Tribe. To encourage resolution of consumer complaints, a complaint may be submitted by you or on your behalf pursuant to the Dispute Resolution Procedure and Arbitration Provision below and the complaint is limited by the Dispute Resolution Procedure and Arbitration Provision.

**QUESTIONS OR CONCERNS:** If you have questions or concerns and need assistance, please telephone us at 1-877-807-4827 or at 1-844-388-0500. You may also email us any time at [support@nationalsmallloan.com](mailto:support@nationalsmallloan.com) or [tribalhotline@nationalsmallloan.com](mailto:tribalhotline@nationalsmallloan.com).

**DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION**

DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION for Midaaswi, LLC d/b/a National Small Loan	Loan #:
REVIEW VERY CAREFULLY BEFORE EXECUTING THIS DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION	

**YOUR ACH CREDIT DISBURSEMENT AUTHORIZATION**

By electronically signing this Disbursement and Payment Choice Authorization below, 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 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 Midaaswi, LLC d/b/a National Small Loan and our successors and assigns.

**Disbursements to your Bank Account.** Unless otherwise agreed, disbursement credits of your loan proceeds will be made to the following bank account (your "Bank Account").

<b>Bank Name:</b>
<b>Transit ABA Number:</b>
<b>Deposit Account Number:</b>

We will make these disbursement credits by Automated Clearing House (ACH) entries.

**BY CLICKING "I AGREE" BUTTON BELOW, YOU ARE ELECTRONICALLY SIGNING THIS DISBURSEMENT 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 DISBURSEMENT AUTHORIZATION FOR YOUR RECORDS.**

**[I AGREE]**

**SIGNATURE: Lauren Combs**

**DATE: 05/07/2021**

Please be aware that an electronic signature is as legally binding as a handwritten signature.

**I agree that Midaaswi, LLC d/b/a/ National Small Loan and its successors and assigns may initiate an ACH credit disbursement to my Bank Account.**

**PAYMENT CHOICE AUTHORIZATION**

**Your Payment Choice Authorization**

**Automatic Payment from Your Bank Account.**

By electronically signing this Payment Choice Authorization below, you voluntarily authorize us to initiate debits you have authorized. This Payment Choice Authorization is a part of and relates to this Agreement.

You authorize us and our successors and assigns to process payment debit entries out of your Bank Account by the payment process you have authorized above, such as [ACH entries,] [Remotely Created Checks] or [transactions through your debit card accessing your Bank Account listed above].

You specifically authorize us to use this PAYMENT CHOICE to process debit entries from your Bank Account for all payments due under this Agreement in a sum equal to your payment amount due under the Agreement; provided, however, that you preauthorize us to vary the amount of any debit entry on each Payment Due Date as needed to adjust a payment due on the loan to reflect: (1) any payment you make; (2) any amounts you still owe under this Agreement on the final scheduled Payment Due Date; and, (3) for any late, returned item charges, nonsufficient fund fees and other fees imposed under the Agreement.

If you are in default, you authorize us to process one or more debit entries to pay all principal, finance charges and other amounts due to us as provided in the Agreement. You authorize us to reprocess debit entries for the same amounts if any attempted payment transaction is dishonored. We will provide you with ten (10) days' notice prior to processing a preauthorized debit entry that varies from the scheduled amounts detailed above, unless the variance results from your request and your new authorization for us to change the amount of your payments going forward.

**Payments You Will Make Directly**

You agree to make each of your scheduled payments in your payment schedule by cashier's check or money order that we receive no later than 4:00 PM EST on or before 1 (one) business day prior to the Payment Due Date to:

Midaaswi, LLC DBA National Small Loan

PO Box 632

Lac du Flambeau, WI 54538

**IF YOU HAVE CHOSEN TO AUTHORIZE PAYMENT FROM YOUR BANK ACCOUNT, YOU MAY REVOKE YOUR AUTHORIZATION TO AUTOMATIC PAYMENTS AT ANY TIME BY CONTACTING US DIRECTLY AT 1-877-807-4827 OR SUPPORT@NATIONALSMAILLOAN.COM.** Your revocation must be received no less than three (3) business days prior to your scheduled payment date. Please note: if your scheduled payment has already been submitted to your financial institution at the time of revocation, it may be necessary for us to wait until that payment posts before we can refund you that payment amount. However, when possible, at the time of revocation, we will void any pending payment(s). **YOU UNDERSTAND THAT REVOKING YOUR AUTHORIZATION DOES NOT RELIEVE**

**YOU OF THE RESPONSIBILITY OF PAYING ALL AMOUNTS DUE IN FULL THAT ARE OWED BY YOU UNDER THE LOAN AGREEMENT.**

**BY 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 DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION FOR YOUR RECORDS.**

**[I AGREE]**

**SIGNATURE: Lauren Combs**

**DATE: 05/07/2021**

**IP ADDRESS:**

**Please scroll down to submit signature and accept terms and conditions by clicking 'I Agree'**

I agree that Midaaswi, LLC d/b/a/ National Small Loan and its successors and assigns may initiate electronic fund transfer payments from my Bank Account, via the PAYMENT CHOICE. **PLEASE NOTE, YOU ARE NOT REQUIRED TO AUTHORIZE THIS PAYMENT CHOICE AUTHORIZATION OPTION IN ORDER TO BE APPROVED FOR A LOAN FROM US. YOU MAY CHOOSE TO PAY BY CASHIER'S CHECK OR MONEY ORDER BY FOLLOWING THE INSTRUCTIONS IN THE "PAY BY CASHIER'S CHECK OR MONEY ORDER" SECTION OF THIS AGREEMENT AND ON THE APPLICATION SCREEN.**

**ERROR RESOLUTION NOTICE:** In the event (i) you have a question about an electronic transfer or if (ii) you find an error, you must telephone us at 1-877-807-4827, email us at support@nationalsmallloan.com, or contact us by mail at PO Box 632, Lac du Flambeau, WI 54538. We must hear from you no later than sixty (60) days after the FIRST debit or credit that is the basis of the problem or error. (1) Tell us your name and account number (if any); (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**CONFIDENTIALITY:** We will disclose information to third parties about your account or the transfers you make: (1) where it is necessary for completing transfers; (2) in order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant; (3) in order to comply with a government agency or court orders; or (4) as described in our privacy notice, provided separately.

**DISPUTE RESOLUTION PROCEDURE AND ARBITRATION PROVISION**

**DISPUTE RESOLUTION PROCEDURE:** As an accommodation to consumers, we have established the following Dispute Resolution Procedure to receive, review, and consider any and all types of complaints made by or on behalf of our consumers. A consumer who, in the course of his or her otherwise lawful and proper use of our business, has concerns about the operation of any part of us or who otherwise believes himself or herself to be aggrieved by some aspect of any part of our operation shall direct his or her concerns in the first instance to our management, in writing at customerservice@ldfcallcenter.com or by mail at P.O. Box 231, Lac du Flambeau, WI 54538. A consumer's complaint to us shall be considered similar in nature to a petition for redress submitted to a sovereign government, without waiver of sovereign immunity and exclusive jurisdiction, and does not create any binding procedural or substantive rights. We will investigate the consumer's complaint and provide our initial determination as soon as is reasonably practicable. If the dispute is not resolved to your satisfaction, you and we agree that we shall arbitrate that dispute in accordance with the terms of the Arbitration Provision, described below.

**ARBITRATION PROVISION:** PLEASE READ THE FOLLOWING CAREFULLY AS IT IMPACTS YOUR LEGAL RIGHTS. WE, AS A WHOLLY OWNED ECONOMIC DEVELOPMENT ARM, INSTRUMENTALITY, AND LIMITED LIABILITY COMPANY OF THE TRIBE, AND OUR DIRECTORS, OFFICERS, AND EMPLOYEES ACTING WITHIN THE SCOPE OF THEIR AUTHORITY, ARE NOT SUBJECT TO SUIT IN ANY COURT IN ANY JURISDICTION, OR ANY OTHER FORUM, ABSENT A WAIVER OF SOVEREIGN IMMUNITY. In order to resolve a dispute that we cannot resolve to your satisfaction as set forth above, we consent to a limited waiver of sovereign immunity as expressly set forth below, which is expressly limited by the Arbitration Provision in this Agreement. This limited waiver is strictly limited to individual arbitration claims set forth below and judicial actions to enforce such individual arbitration awards as strictly limited herein.

**Definitions:** The words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to this Dispute Resolution Procedure and Arbitration Provision ("this Provision"), the validity and scope of this Provision and any claim or attempt to set aside this Provision; (b) all U.S. federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to this Agreement, the information you gave us before entering into this Loan Agreement, including the customer information application, and/or any past Agreement or Agreements between you and us; (c) all counterclaims, cross claims and third--party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against the Tribe, us and/or any of our employees, agents, directors, officers, governors, managers, members, parent company or affiliated entities (collectively, "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties ("Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any nonpublic personal information about you.

**Notice:** Any party to a dispute, including you, us and/or related third parties, may send the other party(s) written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, the arbitration shall occur before the American Arbitration Association (1-800-778-7879; <http://www.adr.org>). However, the parties may mutually agree to select a different arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules. The party receiving notice of arbitration shall respond in writing by certified mail return receipt requested within twenty (20) calendar days. All parties to such dispute will be governed by the rules and procedures of the American



Arbitration Association applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Agreement or this Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the American Arbitration Association (1-800-778-7879; <http://www.adr.org>).

Regardless of who demands arbitration, we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the Governing Law set forth above, and the Federal Arbitration Act, 9 U.S.C. §§1-16 ("FAA") and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, unless you agree to a different location. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If the arbitrator renders a decision or an award in your favor resolving the dispute, the arbitrator shall award you reasonable attorneys' fees. If the arbitrator renders a decision or an award in your favor resolving the dispute then you will not be responsible for reimbursing us for your portion of the Arbitration Fees and we will reimburse you for any Arbitration Fees you have previously paid. Regardless of whether the arbitrator renders a decision or an award in your favor resolving the dispute, you will not be responsible for reimbursing us for your portion of the Arbitration Fees and we are not entitled to an award of attorneys' fees. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having competent jurisdiction.

You and we expressly acknowledge and agree that this Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns.

This Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. This Arbitration Provision survives the termination of the relationship between you and us, and continues in full force and effect, even if your obligations have been cancelled by prepayment, paid or discharged through bankruptcy. This Arbitration Provision 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. You hereby acknowledge and expressly agree to the following by executing this Agreement, submitting it to us, and accepting the loan proceeds without cancelling your Loan:

**YOU AGREE TO THE TERMS OF THIS ARBITRATION PROVISION AND YOU HEREBY AGREE AND ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES.**

**WAIVER OF JURY TRIAL: BY AGREEING TO THE TERMS OF THIS ARBITRATION PROVISION, YOU HEREBY AGREE AND ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR AGAINST A RELATED THIRD PARTY.**

**CLASS-ACTION/REPRESENTATIVE WAIVER: BY AGREEING TO THE TERMS OF THIS ARBITRATION PROVISION, YOU HEREBY AGREE AND ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO PURSUE OR PARTICIPATE IN REPRESENTATIVE CLAIMS AND YOU THEREFORE WILL NOT BE ALLOWED 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. THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

By electronically signing this Agreement, you hereby acknowledge that you have read the Agreement in its entirety, that you have carefully reviewed all of the terms and provisions contained in this Agreement, that you fully understand and comprehend the meaning of each and every word, phrase and provision contained in this Agreement and that you hereby agree to abide by and be bound by all of the terms and provisions in this Agreement, including the terms and provisions of this Agreement dealing with the limited waiver of sovereign immunity and the ARBITRATION PROVISION.

### **CONSENT TO ELECTRONIC COMMUNICATIONS**

- The following terms and conditions govern electronic communications in connection with this Agreement and the transaction evidenced hereby (this "Consent"). By electronically signing this Agreement by clicking the "I AGREE" button and entering your name below, you are confirming that you have agreed to the terms and conditions of this Consent and that you have the ability to download or print a copy of this Consent for your records. You further 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, this Agreement, this Consent, disclosures, change-in-term notices, fee and transaction information, statements, delayed disbursement letters, notices of adverse action, and transaction information (collectively, "Communications"), may be sent to you electronically by sending it to you by e-mail as permitted by applicable law.
- We will not be obligated to provide any Communication to you in paper form unless you specifically request us to do so.
- You may obtain a copy of any Communication by contacting us at [www.nationalsmallloan.com](http://www.nationalsmallloan.com), writing to us at [support@nationalsmallloan.com](mailto:support@nationalsmallloan.com), or by calling us at 1-877-807-4827. You will not be charged a fee for such copy. You also can withdraw your consent to ongoing electronic communications in the same manner, and ask that they be sent to you in paper or non-electronic form. If you choose to receive Communications in paper or non-electronic form, we may elect to terminate this Agreement and demand payment of the amount then due by the date of your withdrawal of consent; or by the expiration of any minimum term mandated by law, whichever is later.
- You agree to provide us with your current e-mail address for notices at the address or phone number indicated above. If your e-mail address changes, you must send us a notice of the new address by writing to us or sending us an e-mail, using secure messaging, at least 5 days before the change.
- In order to receive electronic communications in connection with this transaction, you will need a working connection to the Internet. Your browser must support the Secure Sockets Layer (SSL) protocol. SSL provides a secure channel to send and receive data over the Internet. Microsoft Internet Explorer 6 or equivalent browser and above supports this feature. You will also need either a printer connected to your computer to print disclosures/notices or sufficient hard drive space available to save the information (e.g., 1 megabyte or more). You must have your own Internet service provider. We may amend (add to, delete or change) the terms of this Consent to electronic communication by providing you with advance notice.

### **CONSENT TO RECEIVE TELEPHONE CALLS AND TEXT MESSAGES**

- **CONSENT TO TELEPHONE CALLS AND TEXT MESSAGES.** By electronically signing this Agreement by clicking the "I AGREE" button and entering your name below, you consent to receiving calls and Text Messages pertaining to your loan, including but not limited to, payment information, account information, due dates, delinquencies, program updates relating to your loan, and collection efforts, at any phone number you have provided to us, our assignee(s), or anyone trying to collect the loan. You consent to calls and text messages using an automatic telephone

dialing system or an artificial or prerecorded voice.

- How To Unsubscribe: You may withdraw your consent to receive Text Messages by texting "STOP" to the message you receive, calling us at 1-877-807-4827 or emailing us at support@nationalsmallloan.com. You may withdraw your consent to receive telephone calls using an automatic telephone dialing system or an artificial or prerecorded voice by calling us at 1-877-807-4827 or emailing us at support@nationalsmallloan.com. At our option, we may treat your provision of an invalid mobile phone number, or the subsequent malfunction of a previously valid mobile phone number, as a withdrawal of your consent to receive calls or Text Messages. We will not impose any fee upon you to process the withdrawal of your consent to receive calls or Text Messages. Any withdrawal of your consent to receive calls or use Text Messages will be effective only after we have a reasonable period of time to process your withdrawal.
- In order to access, view, and retain Text Messages that we make available to you, you must have: (1) a Text Messagecapable mobile phone, (2) an active mobile phone account with a communication service provider; and (3) sufficient storage capacity on your mobile phone.
- To request additional information, text "HELP" to the message you receive or contact us by telephone at 1-877-807-4827 or email at support@nationalsmallloan.com.
- The services are available from most of the carriers that offer Text Messaging. Consult your mobile service carrier to confirm that they offer Text Messaging.
- There is no service fee for Text Messages but you are responsible for all chargesimposed by your communications service provider, such as fees associated with Text Messaging. Consult your mobile service carrier's pricing plan to determine the charges for sending and receiving Text Messages. These charges will appear on your phone bill. Message frequency depends on account settings.
- You agree that we may send any Text Messages related to your loan through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity. You agree to indemnify, defend, and hold us harmless from and against all claims, losses, liability, costs, and expenses (including reasonable attorneys' fees) arising from your provision of a mobile phone number that is not your own or your violation of applicable federal, state, or local law, or regulation or ordinance relating to Text Messages. Your obligation under this paragraph shall survive termination of this Agreement. You agree that Text Messages are provided for your convenience only.
- Receipt of each Text Message may be delayed or impacted by factors pertaining to your communications service provider. We will not be liable for losses or damages arising from any disclosure of account information to third parties, nondelivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the Text Messages sent by us.
- We may modify or terminate our Text Messaging services from time to time, for any reason, with or without notice, and without liability to you, any other user or third party.

### **CONSENT TO RECEIVE ADVERTISING OR TELEMARKETING TEXT MESSAGES AND TELEPHONE CALLS**

Opt-in

Opt-out

**SIGNATURE: Lauren Combs**

**DATE: 05/07/2021**

- 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 calls or texts.

- Signing this section 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:
- 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 1-877-807-4827 or emailing us at support@nationalsmallloan.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.

### **COVERED BORROWER IDENTIFICATION STATEMENT**

We provide important protections to active duty members of the Armed Forces and their dependents. To ensure that these protections are provided to eligible applicants, we require you to select and electronically sign ONE of the following statements as applicable:

No, I am not active military.

Yes, I am active military and/or I am a dependent of active military.

### **SIGNATURE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS**

By checking this box, I agree that Midaaswi, LLC DBA National Small Loan and its successors and assigns may initiate an ACH disbursement to my Bank Account.

By checking this box, I agree that Midaaswi, LLC DBA National Small Loan and its successors and assigns may initiate electronic fund transfer payments from my Bank Account, via the payment choice.

**BY CLICKING THE "I AGREE" BUTTON BELOW, YOU ARE ELECTRONICALLY SIGNING THIS LOAN AGREEMENT AND AGREEING TO ALL THE TERMS OF THIS LOAN. YOU ARE ALSO ACKNOWLEDGING THAT YOU HAVE SCROLLED THROUGH AND READ THE ENTIRE LOAN AGREEMENT AND HAVE THE ABILITY TO DOWNLOAD OR PRINT A FULLY COMPLETED COPY OF THIS LOAN AGREEMENT FOR YOUR RECORDS.**

**[I AGREE]**

**SIGNATURE: Lauren Combs**

**DATE: 05/07/2021**

**IP ADDRESS:**

Please be aware that an electronic signature is as legally binding as a handwritten signature.

**PRIVACY POLICY**

<b>FACTS</b>	<b>WHAT DOES MIDAASWI, LLC. DO WITH YOUR PERSONAL INFORMATION?</b>
<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: * Social Security number and checking account information * Payment history and income * Employment information and wire transfer instructions
<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 reason Midaaswi LLC d/b/a NationalSmallLoan chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Midaaswi, LLC 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	NO	NO
For our affiliates' everyday business purposes - information about your creditworthiness	NO	NO
For our affiliates to market to you	NO	NO
For non-affiliates to market to you	YES	YES

<b>To limit our sharing</b>	<p>* Call 1-877-807-4827 - our menu will prompt you through your choices OR</p> <p>* Contact us via email at support@nationalsmallloan.com</p> <p>* Fax us at 1-866-513-0374</p> <p>Please note:  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 1-877-807-4827, email support@nationalsmallloan.com or go to <a href="http://www.nationalsmallloan.com">http://www.nationalsmallloan.com</a> .

<b>Who we are:</b>	
<b>Who is providing this notice?</b>	MIDAASWI, LLC d/b/a NationalSmallLoan.com, a business entity of the Lac du Flambeau Band of Lake Superior Chippewa Indians of Wisconsin, is providing this privacy policy.

What we do:	
How does Midaaswi, LLC 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 Midaaswi, LLC 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.

Definitions:	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates include other business entities of the Lac du Flambeau Band of Lake Superior Chippewa Indians of Wisconsin.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. Non-affiliates we share with include service providers, data processors, and advertisers.
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. Midaaswi, LLC DBA National Small Loan does not jointly market.

**EXHIBIT B**

# Wisconsin Department of Financial Institutions

## Strengthening Wisconsin's Financial Future

Search for:

ldf holdings

Search Records

[Search](#)  
[Advanced Search](#)  
[Name Availability](#)

### Corporate Records

Result of lookup for **L050343** (at 5/20/2019 10:46 PM )

## LDF HOLDINGS LLC

You can: [File an Annual Report](#) - [Request a Certificate of Status](#) - [File a Registered Agent/Office Update Form](#)

### Vital Statistics

**Entity ID** L050343

**Registered Effective Date** 02/17/2012

**Period of Existence** PER

**Status** Organized [Request a Certificate of Status](#)

**Status Date** 02/17/2012

**Entity Type** Domestic Limited Liability Company

**Annual Report Requirements** Limited Liability Companies are required to file an Annual Report under s. 183.0120, WI Statutes.

### Addresses

**Registered Agent Office** ELISE SUSNIK  
 3471 COUNTY RD NN  
 WEST BEND , WI 53095

[File a Registered Agent/Office Update Form](#)

**Principal Office** 3471 COUNTY HWY NN  
 WEST BEND , WI 53095-8722  
 UNITED STATES OF AMERICA

### Historical Information

#### Annual Reports

Year	Reel	Image	Filed By	Stored On
2019	000	0000	online	database
2018	000	0000	online	database
2017	000	0000	online	database
2016	000	0000	online	database
2015	000	0000	online	database



2014	000	0000	online	database
2013	000	0000	online	database

[File an Annual Report](#) - [Order a Document Copy](#)

**Certificates of Newly-elected Officers/Directors**

None

**Old Names**

None

**Chronology**

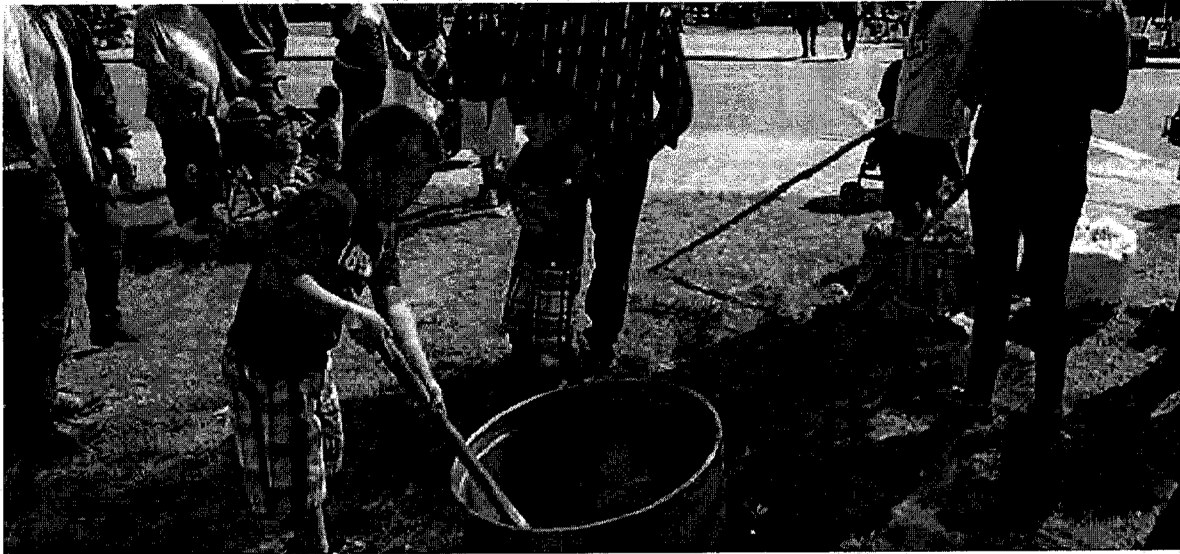
Effective Date	Transaction	Filed Date	Description
02/17/2012	Organized	02/17/2012	E-Form

[Order a Document Copy](#)

**EXHIBIT C**

# ABOUT LDF HOLDINGS

<http://ldf-holdings.com/>



## *Our Community*

LDF Holdings is a wholly-owned subsidiary of the **Lac du Flambeau Business Development Corporation (LDF BDC)**, a wholly owned and operated economic arm and instrumentality of the **Lac du Flambeau Band of Lake Superior Chippewa Indians**, a federally recognized Indian Tribe.

The LDF BDC is the non-gaming business arm of the Lac du Flambeau Band of Lake Superior Chippewa Indians.

We place the highest value on integrity, respect, honesty and ethics. We practice these values in deed and word while working for and serving the best interest of the Waaswaaganing Ojibwe Nation.

Created in 2012, our focus is to create profitable business enterprises and sustainable jobs for our community members today and the next seven generations.

LDF Holdings owns and manages the entire online lending business, which currently includes 19 Tribal Lending Entities (TLEs). We are governed by the LDF Tribal Financial Services Regulatory Authority (TFSRA) as well as applicable federal laws.

LDF Holdings strives to offer the best customer service and loan product to our consumers by managing manages the relations with our partners and vendors. LDF Holdings is responsible for keeping up with the latest rules and regulations and ensuring our TLEs are operating in full compliance. We perform monthly compliance checks on all TLEs as well as annual audits.



### COMPANY

- Our Team
- Careers
- Contact

### SERVICES

- TLE Services
- Testimonials



Lac du Flambeau Tribe



- About LDF Holdings
- TLE Services
- Find A Lender
- Holdings Hints
- Contact Us



Our Offer — Our Commitment — Our Affiliations

**Our Offer:**

- Call Center Solutions
- Loan Processing
- Collections
- ACH Processing
- Quality Assurance
- Retention
- Customer Service
- Compliance
- Vendor Relations
- Dispute Resolution

**We deliver confidence to Tribal Lending Entities. Trust is earned, and LDF Holdings stands on a foundation of trust-building bedrock.**

- Compliance: Rigorous adherence to Tribal and applicable federal laws
- Oversight: Diligent review by Tribal Financial Regulation Authority
- Reliability: Leading technology platforms trusted by financial services industry
- Performance: Proven processes producing year-over-year growth since 2013
- Connectivity: Extensive banking and ACH relationships

**Proud Members of:**

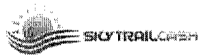
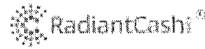


ldf-holdings.com/

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Our Portfolios

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COMPANY

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- Careers
- Contact

SERVICES

- TLE Services
- Testimonials



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Operations Team



**Jessi Lorenzo**

President

Jessi Lorenzo, President of LDF Holdings, has been in the short-term lending industry for more than eight years.

Before coming to LDF Holdings in January of 2017, Jessi worked for Triax Management, the management company that LDF Holdings was utilizing to help grow their lending business. Prior to this industry she spent many years in advertising sales.

Jessi grew up in New England, attended the University of New Hampshire where she played Division 1 Tennis. She resides in in Tampa, Florida, with her wife Lily and their three small children Warren, Drew and Lucia.



**Juanita Huguley**

Operations Director

Juanita is originally from Kansas City where she raised her amazing two boys and sent them off into adulthood. She has been in the Online Lending Industry for 10+ years and started at the ground up as a Customer Service Representative and was able to work her way up to management.

Prior to joining LDF Holdings in December 2016, Juanita managed operations and the call center for several online consumer lending companies. She came to LDF Holdings to be a part of a growing and exciting organization where her knowledge and expertise could help not just a company but an entire community.

Juanita has her roots in Tomahawk, Wisconsin, and enjoys spending her off time outside enjoying nature from her porch.



**Kemberlar Smith**

Compliance Director

Kemberlar Smith is an Operational Risk Professional with over 20 years of banking experience in the fields of financial planning, budgeting, operations, Quality Assurance, Auditing, Mortgage Processing and Underwriting, Compliance Training/Implementation & Risk and Control Management.

Kemberlar moved to Florida in 2002 from New York where she had worked for notable companies such as the Wall Street Stock Exchange, CitiFinancial at 1 World Trade Center, JP Morgan Chase and Xerox Corporation. In the 15 years that she has been in Florida, she worked for Bank of America for three years and Wells Fargo Bank, N.A. for 12 years, holding several positions in Process Implementation, Quality Assurance, Risk Management and Compliance.

Kemberlar's greatest joys in life is God, her wonderful son, Dr. Josh, her 4-legged daughter Sasha, her family, travelling, writing, shopping, mentoring women and spending quality time alone to refresh, renew and revive herself.



**Ernestine Rodriguez**

Vendor Relations Manager

Ernestine Rodriguez is a member of the Lac du Flambeau Band of Lake Superior Chippewa Indians, born and raised right here in beautiful Lac du Flambeau (Dogsville to be more specific). Over the years, Ernestine has worked in various positions for the Tribe including the Casino, the Education Department and the Peter Christensen Health Clinic. Ernestine has served on numerous Tribal Committees and in her spare time she is an EMT with the Town of Lac du Flambeau Ambulance service.

Ernestine has a son Jeremiah and two dogs: Peanut, a Jack Russell Terrier mix, and Cheri, a Victorian Bulldog/Bull Mastiff mix.

Ernestine truly enjoys being part of a strong organization that can provide economic growth and job opportunities for the tribe and community while providing a great consumer loan product. She looks forward to continuing to learn about the lending industry, working with the Tribal Lending model and being a part of LDF Holdings as we continue to grow and serve our



## Melinda Walker

Vendor Relations Coordinator

Melinda began with LDF Holdings in 2015 as a Customer Service Representative. Through hard work, dedication and expanding her knowledge, she advanced quickly to Vendor Relations Manager. She continues to strive for excellence and is a key player in streamlining the onboarding process. Prior to joining LDF Holdings, Melinda worked for Lake of the Torches Resort Casino as an Executive Assistant, as well as various Tribal departments.

Melinda is a Lac du Flambeau Band of Lake Superior Chippewa Indians Tribal Member. She grew up on the Lac du Flambeau reservation and remains close to her traditions and culture. She is the mother of three wonderful children - Lauryn, Charlie and Avari. In her off time, she enjoys spending quality time with her husband, Joe and children whether it be at the movies, on a road trip or in the comfort of their cabin in the woods. She enjoys disc golfing, hiking, video gaming and making custom furniture, but most importantly, adventure.



## Crystal Williams

Compliance Coordinator

Crystal began with LDF Holdings in 2017 as a Customer Service Representative. With hard work and dedication to the team, she quickly worked her way to Call Center Supervisor. In February 2018, Crystal joined the Compliance Team and has quickly adapted to the many phases of compliance. Her attention to detail and her drive to excel within the company will continue to be her platform for success.

Prior to joining LDF Holdings, Crystal had worked in retail, manufacturing, and received her CNA Certification. She is a Lac du Flambeau Band of Lake Superior Chippewa Indians Tribal Descendent. Born and raised in Lac du Flambeau, she currently lives in Woodruff with her life partner Lawrence, their son Logan and two cats, Mew and Maple.

Outside of work, Crystal enjoys biking with her family, walks and river tubing.



## Brittany Allen

Executive Assistant

Brittany joined LDF Holdings in 2019 as the Executive Assistant to LDF Holdings President. A Lac du Flambeau Band of Lake Superior Chippewa Indians Tribal Member, she's the mother of two wonderful little boys, ages 1 and 5. She holds a tribal management degree from Nicolet College. And, she has studied hospitality business management with a minor in casino industry management at Michigan State University.



Tracy Whitman  
Operations Manager



Antoinette Beaudry  
Operations Supervisor



Dan TwoCrow  
Call Center Supervisor



Joe Walker  
Trainer



Alan Moore  
Tech Support



Our Dedicated Call Center Staff

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View Our Employee Spotlights

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COMPANY

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- Testimonials

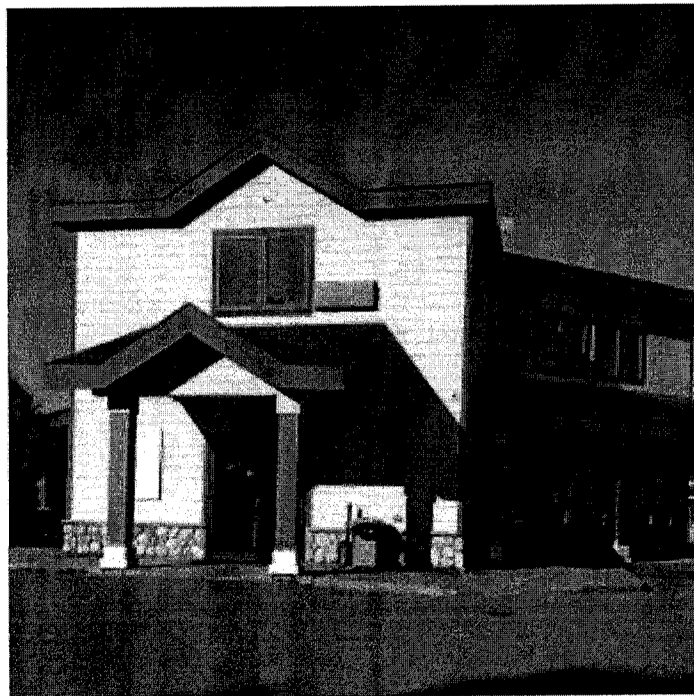


Lac du Flambeau Tribe  
do no respect, but we respect each other



**EXHIBIT D**

**Image of 597 Peace Pipe Rd., Lac du Flambeau, WI 54538**



**EXHIBIT E**

## LinkedIn Profile of Jessi Lorenzo, Accessed April 30, 2020



The screenshot shows a web browser window with the address bar displaying "linkedin.com/in/jessi-phillips-lorenzo-bb56774/". The LinkedIn navigation bar is visible at the top, including the "in" logo, a search bar, and icons for Home, My Network, Jobs, Messaging, and Notifications. The profile header features a circular profile picture of Jessi Phillips Lorenzo on the left and a dark background with a network graph on the right. Below the profile picture, the name "Jessi Phillips Lorenzo · 3rd" is displayed, followed by "President at LDF Holdings LLC" and "Tampa/St. Petersburg, Florida Area · 500+ connections · Contact info". To the right of the profile information are three buttons: "Connect", "Message", and "More...". Below these buttons, two education entries are listed: "LDF Holdings LLC" and "University of New Hampshire".

linkedin.com/in/jessi-phillips-lorenzo-bb56774/

in Search Home My Network Jobs Messaging Notifications



**Jessi Phillips Lorenzo · 3rd**  
President at LDF Holdings LLC  
Tampa/St. Petersburg, Florida Area · 500+ connections ·  
Contact info

**Connect** **Message** **More...**

 LDF Holdings LLC  
 University of New Hampshire

<https://www.linkedin.com/in/jessi-phillips-lorenzo-bb56774/> Accessed April 30, 2020, 15:41

**EXHIBIT F**

## National Small Loan Website, Accessed October 5, 2020

### Contact Us

☎ 1-877-807-4827 (tel:1-877-807-4827)

📠 1-866-513-0374

🕒 9:00 AM – 5:00 PM EST

✉ [support@nationalsmallloan.com](mailto:support@nationalsmallloan.com) (mailto:support@nationalsmallloan.com)



(<https://oninelendersalliance.org/look-for-the-ola-seal>)



(<https://nativefinance.org/>)

### Excluded States

National Small Loan does not lend to residents of Arkansas, Connecticut, New York, Pennsylvania, Virginia, Washington, West Virginia, and Wisconsin. Availability of installment loans are subject to change at any time at the sole discretion of National Small Loan.

National Small Loan takes the efforts to combat fraud in the lending industry seriously. If you believe you have been a victim of fraud, please call the Online Lenders Alliance Consumer Hotline at (866) 299-7585.



### Advantages of Installment Loans

## National Small Loan Website, Accessed October 5, 2020

Faster than a Bank Loan  
Stronger than a Cash Advance  
More Powerful than a Credit Card  
The Loan that Gives YOU the Power.

Midaaswi, LLC is an instrumentality and limited liability company which abides by the principles of federal consumer finance laws, as incorporated by the Lac du Flambeau Band of Lake Superior Chippewa Indians of Wisconsin. **This is an expensive form of borrowing and it is not intended to be a long-term financial solution.**

View Midaaswi, LLC's Privacy Policy here (<https://www.nationalsmallloan.com/privacy-policy/>).

View Midaaswi, LLC's lending license here (<https://www.nationalsmallloan.com/Midaaswi-Lending-License-exp-2021.pdf>).

National Small Loan reviews your information in real-time to determine whether your information meets our lending criteria. You acknowledge that by completing and submitting the website application that you are applying for a loan. We verify applicant information through national databases including, but not limited to, Clarity and Factor Trust and we may pull your credit in order to **verify your identity and to determine your eligibility and ability to repay.**

\*The cut-off time for ACH next business day funding is 2:00 PM EST, Monday-Friday, except holidays.

©2019 National Small Loan, All Rights Reserved.



**EXHIBIT G**



## Domain Name Registration for nationalsmallloan.com, Record Date: October 31, 2014

Domain Name: NATIONALSMALLLOAN.COM  
Registry Domain ID: 1835914093\_DOMAIN\_COM-VRSN  
Registrar WHOIS Server: whois.godaddy.com  
Registrar URL: http://www.godaddy.com  
Update Date: 2014-10-31T14:34:48Z  
Creation Date: 2013-11-18T15:45:27Z  
Registrar Registration Expiration Date: 2015-11-18T15:45:27Z  
Registrar: GoDaddy.com, LLC  
Registrar IANA ID: 146  
Registrar Abuse Contact Email: abuse@godaddy.com  
Registrar Abuse Contact Phone: +1.480-624-2505  
Domain Status: clientTransferProhibited <http://www.icann.org/epp#clientTransferProhibited>  
Domain Status: clientUpdateProhibited <http://www.icann.org/epp#clientUpdateProhibited>  
Domain Status: clientRenewProhibited <http://www.icann.org/epp#clientRenewProhibited>  
Domain Status: clientDeleteProhibited <http://www.icann.org/epp#clientDeleteProhibited>  
Registry Registrant ID:  
Registrant Name: Melissa Drotar  
Registrant Organization:  
Registrant Street: 7257 NW 4th Blvd #7  
Registrant City: Gainesville  
Registrant State/Province: FL  
Registrant Postal Code: 32607  
Registrant Country: United States  
Registrant Phone: +1.8002575503  
Registrant Phone Ext:  
Registrant Fax:  
Registrant Fax Ext:  
Registrant Email: melissa@nationalpayday.com  
Registry Admin ID:  
Admin Name: Melissa Drotar  
Admin Organization:  
Admin Street: 7257 NW 4th Blvd #7  
Admin City: Gainesville  
Admin State/Province: FL  
Admin Postal Code: 32607  
Admin Country: United States  
Admin Phone: +1.8002575503  
Admin Phone Ext:  
Admin Fax:

**Domain Name Registration for nationalsmallloan.com,  
Record Date: October 31, 2014**

Admin Fax Ext:  
Admin Email: melissa@nationalpayday.com  
Registry Tech ID:  
Tech Name: Melissa Drotar  
Tech Organization:  
Tech Street: 7257 NW 4th Blvd #7  
Tech City: Gainesville  
Tech State/Province: FL  
Tech Postal Code: 32607  
Tech Country: United States  
Tech Phone: +1.8002575503  
Tech Phone Ext:  
Tech Fax:  
Tech Fax Ext:  
Tech Email: melissa@nationalpayday.com  
Name Server: NS35.DOMAINCONTROL.COM  
Name Server: NS36.DOMAINCONTROL.COM  
DNSSEC: unsigned  
URL of the ICANN WHOIS Data Problem Reporting System: <http://wdprs.internic.net/>

**EXHIBIT H**

## 2020 Foreign Profit Corporation Annual Report for Strategic Funding Partners, Inc.

**2020 FOREIGN PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# F13000005322

**Entity Name:** STRATEGIC FUNDING PARTNERS, INC.

**Current Principal Place of Business:**

4911 SW 91ST TERRACE, SUITE A  
GAINESVILLE, FL 32608

**Current Mailing Address:**

4911 SW 91ST TERRACE, SUITE A  
GAINESVILLE, FL 32608

**FEI Number:** 26-3693947

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

BUNN, ROBERT  
5745 SW 75TH STREET, SUITE 110  
GAINESVILLE, FL 32608 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:** \_\_\_\_\_

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title	D	Title	P
Name	TARAVELLA, AARON	Name	TARAVELLA, AARON
Address	4911 SW 91ST TERRACE, SUITE A	Address	4911 SW 91ST TERRACE, SUITE A
City-State-Zip:	GAINESVILLE FL 32608	City-State-Zip:	GAINESVILLE FL 32608

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** AARON TARAVELLA

**PRESIDENT**

**01/02/2020**

Electronic Signature of Signing Officer/Director Detail

Date

**EXHIBIT I**

## Internet Archive of NationalSmallLoan.com as it appeared on July 6, 2015

8/15/2020



Communication Policy - National Small Loan

APR JUL SEP  
◀ 06 ▶  
2014 2015 2016

15 captures  
29 Nov 2014 - 29 Jul 2020

Ⓜ Ⓞ ⓧ  
f t  
About this capture



-  [support@nationalsmallloan.com](mailto:support@nationalsmallloan.com)
-  1-877-778-8006

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### Get approved in minutes!

First Name  
Last Name  
Email  
Phone Number  
Please select a state ▾

### May Today Your Payday!

First Name  
Last Name  
Email  
Phone Number  
Please select a state ▾

### Communication Policy

This policy is also outlined in your loan agreement with us.

## Internet Archive of NationalSmallLoan.com as it appeared on July 6, 2015

8/15/2020

Communication Policy - National Small Loan



our confirmation message and all subsequent messages.

You understand the text messages we send may be seen by anyone with access to your phone. Accordingly, you should take steps to safeguard your phone and your text messages if you want them to remain private.

Please notify us immediately if you change mobile numbers or plan to provide your phone to another person.

If we modify this policy, we will notify you by sending you a text message with a link to the new policy or may even send you an email with those details. Please be aware that we may terminate our text message program at any time.

If you have any questions about this policy, would like us to email you a copy of this policy or are having problems receiving or stopping our text messages, please contact us using the following information:

**National Small Loan**  
[support@nationalsmallloan.com](mailto:support@nationalsmallloan.com)  
**Subject: Text Message Policy**

You agree and consent to be contacted by National Small Loan, our agents, employees, attorneys, affiliates, subsequent creditors, loan servicing companies, and third-party collectors through the use of email, and/or telephone calls and/or SMS text messages to your cellular, home, or work phone numbers, as well as any other phone number you have provided in conjunction with this account, including the use of automatic telephone dialing systems, auto-dialers, or an artificial or prerecorded voice.

### Opt-Out or STOP

This policy applies to the text messages sent by National Small Loan to our customers while and after they use our product. If you wish to stop receiving marketing text messages from us, 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 National Small Loan, including those with information about payment due dates or missed payments, type STOP ALL in the reply text you send us.

Your stop request will become effective within one business day. You may also stop text messages by calling or emailing us.

### Help or Support

If at any time you need our contact information or information on how to stop text messages, reply to any text message we have sent you and in the reply text simply type HELP. You may also email or call us with your questions. Upon receiving your text message, we will respond with this information. In general, the messages we send provide you with information about your account. Some of the text message we send may include links to websites. To access these websites, you will need a web browser and Internet access.

**National Small Loan**  
**Phone: 1-877-778-8006**  
**Fax: 1-866-513-0374**  
**Email: [support@nationalsmallloan.com](mailto:support@nationalsmallloan.com)**  
**Hours: 9:00 AM – 5:00 PM EST**  
**Monday-Friday (except holidays)**

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<https://web.archive.org/web/20150706054849/http://www.nationalsmallloan.com/communication-policy/>

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**EXHIBIT J**



## Screenshot of Nationalpayday.com from August 15, 2020

8/15/2020

Online Payday Loans - Contact Us - Nationalpayday.com

### Contact Us

✓ [Apply Now \(/apply/\)](#)

### Important Information for New Applicants

If you recently applied for a payday loan (<https://www.mypaydayloan.com/>), don't worry – we are reviewing it! We will contact you either my email and/or the phone number you provided to let you know your final application status as soon as possible. If we need additional information or confirmation – we'll contact you for that, too!

We know your loan is important to you – it is equally important to us. So, please do not email or call our offices about your loan application status – we will let you know! Since our processing department handles all incoming calls and emails, repeatedly contacting us before we have a chance to review your application may ultimately cause delays in approval and funding.

If you have any questions or concerns about your loan application, be sure to consult our FAQ (<https://www.nationalpayday.com/faq/>) page for detailed explanations of our most frequently asked questions. If the FAQs do not clarify things, please contact us via our online contact form (<https://www.nationalpayday.com/contact-form/>) and we will respond as quickly as possible.

### How to Contact Us with Questions or Comments

We love to hear from our customers and potential customers – answering your questions helps us to serve you better! National Payday has always prided itself on top flight customer service, and we love to hear from our current customers and potential customers.

So, if you have any questions or comments about National Payday, payday loans, cash advances, or any of our other services, please contact us.

In most cases, we'll get back to you quickly – within an hour or two – but please allow up to 24 business hours for a reply. But remember, if you want to save even more time, just check out our FAQ page first!

### Nationalpayday.com

Phone: 1-877-778-8006

Fax: 1-866-513-0374

Hours of Operation for Customer Service

Monday – Friday from 9:00 a.m. to 12:00 a.m. EST

Weekends from 9:00 a.m. to 6:00 p.m. EST

Our website is accepting applications 24-hours a day, every day of the year

**EXHIBIT K**

## July 2013 *Inwewin* Article

INWEWIN

July 2013

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### Internet Lending Business

In late May, the Tribe launched an exciting new business that has unlimited potential - Internet Lending. While the business model has been around for years, and is sometimes confused with payday lending, there are many differences between the two types of businesses. Internet lending is done strictly online, as opposed to the traditional "brick and mortar" (store) payday loan operations. Some view payday loan and internet lending businesses as predatory, with companies taking advantage of individuals already in unpleasant financial situations. The Tribe's business model is proven, and offers safeguards against individuals defaulting. To avoid conflict, Tribal Members and residents of the state of Wisconsin will not be eligible for lending services.

More than a year of research and much work has been done. In December 2012, the Tribal Council approved an Internet Lending Ordinance. The Ordinance sets forth the rules and regulations for internet lending operations, and the Tribal Council is now in the process of creating an Internet Lending Commission that will develop and implement regulatory standards and procedures, and ensure compliance to the standards and procedures.

Initially the Internet Lending business is set to employ three full time staff to work in the call center and process loan applications. Projections indicate significant growth for the business within two years. Similar models currently in operation have added upwards of 100 positions within the first 12 to 18 months. The Tribe's lending model expects to add at least 40 jobs within the first year of operation. "Our growth projects are modest and grounded in reality," said Brent McFarland, Director of Business and Economic Development for the Tribe. "We want to make sure we do everything right from the beginning. We don't want to grow too fast, and we want our staff to have all of the proper training and skills, which will create a lasting foundation for years to come."

The Tribe has partnered with one of the largest and most experienced lending companies - and the company has successfully helped other tribes enter into the internet lending business. The Rocky Boy Cree Tribe entered the internet lending industry, and has experienced enormous growth in less than three years - now employing more than 100 people. *Inwewin* will continue to update you on this exciting Tribal business venture.

### **Inwewin**

Lac Du Flambeau Lake Superior Band of Chippewa Indians  
Communications Office  
Post Office Box 67

**EXHIBIT L**

## Screenshot of NationalSmallLoan.com from August 2020

The screenshot shows the National Small Loan website's 'Contact Us' page. At the top, there is a navigation bar with the company logo and links for Home, Apply, Make, FAQ, Why installment?, Loan Rates, Contact Us, and Policies. The main content area features a dark background with a 'Contact Us' heading and a 'Home - Contact Us' breadcrumb. A prominent white box contains a COVID-19 update: 'COVID-19 Important Update: In the situation with the continuous conditions to develop, we are here to help. However, we are experiencing higher than usual call volumes during this time and appreciate your continued patience. If you don't need immediate assistance, we strongly encourage you to use our online contact form or submit an email as support tickets will be processed in the order they are received. If you have already reached out, please allow additional time for your concern to be processed. (Updated 8/10/2020)'. Below this, the 'Contact Us' section states: 'Thanks to considering National Small Loan as your preferred lender, we aim to provide our customers with fast, professional service but ask that you check our website for answers to your questions before calling or emailing. We cover lots of information about our services and product on the site! But if you still have questions, comments, or concerns, feel free to contact us. We'll be happy to help! Email is the best way to reach us since our phone lines do get pretty busy, but feel free to call if you prefer. And remember, we answer all emails in the order in which they are received, usually within 24-business hours!'. The 'Contact NSL Customer Service' section provides the following details: Phone: 1-877-867-4627, Fax: 1-866-813-2074, Address: PO Box 612, Lorton, VA 22086, Email: support@nationalsmallloan.com, and Hours: 9:00 AM - 9:00 PM EST, Monday-Friday (except holidays). The page concludes with a 'Contact Us' link.

# ClassAction.org

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

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