

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

JOSHUA HARRIS,
on behalf of Plaintiff and the class members
described below,

Plaintiff,

vs.

FSST MANAGEMENT SERVICES, LLC
d/b/a 605 Lending;
FIRST DIRECT MEDIATION, INC.;
STEVE CHRISTENSEN;
DUSTIN DERNIER;
and JOHN DOES 1-20,

Defendants.

Case No. 1:22-cv-1063

COMPLAINT – CLASS ACTION

1. Plaintiff Joshua Harris brings this action to secure redress from predatory and unlawful loans (such as Exhibit A) made by Defendant FSST Management Services, LLC d/b/a 605 Lending and collected by First Direct Mediation, Inc. (“First Direct Mediation”). Also sued are Steve Christensen and Dustin Dernier, who are or hold themselves out as officers of FSST Management Services, LLC, and John Does 1-20.

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 pursuant to the Illinois Predatory Loan Prevention Act, 815 ILCS 123/15-1-1 et seq., and the Illinois Consumer Fraud Act, 815 ILCS 505/1 et seq. (Count III – the Predatory Loan Prevention Act provides that violations are a violation of the Illinois Consumer Fraud Act), treble damages under RICO (Count IV), and damages pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq. (Count V).

JURISDICTION AND VENUE

3. The Court has subject matter jurisdiction under 28 U.S.C. §1331 (general federal question), 15 U.S.C. §1692k (FDCPA), 18 U.S.C. §1964 (RICO), 28 U.S.C. §1337 (interstate commerce), and 28 U.S.C. §1367 (supplemental jurisdiction). Jurisdiction may also exist under 28 U.S.C. §1332(d) (Class Action Fairness Act).

4. This Court has personal jurisdiction over each Defendant because they knowingly participated in:

- a. The making or collection of unlawful loans to Illinois residents.
- b. The operation of an interactive website through which loans were made to residents of Illinois. *Toys “R” Us, Inc., v. Step Two*, 318 F.3d 446, 454 (3rd Cir. 2003).

5. Venue is proper because acts to obtain and collect the loans impacted Plaintiff in the District.

PARTIES

Plaintiff

6. Plaintiff Joshua Harris is a resident of the Northern District of Illinois.

Defendants

7. Defendant FSST Management Services, LLC d/b/a 605 Lending is an online lender that offers loans to consumers at annual percentage rates of more than 700%. (Exhibit A) It purports to be an entity formed under the laws of, and claims to be owned and controlled by, the Flandreau Santee Sioux Tribe (“Tribe”), a federally-recognized Indian Tribe. (Exhibit A, page 1) It uses the address PO Box 305, Flandreau, SD 57028.

8. On information and belief, the Tribe receives less than 3% of the revenues generated from the loans made by FSST Management Services, LLC.

9. Steve Christensen holds himself out as the Chief Operating Officer of FSST Management Services, LLC. (Exhibit B) He may be found at 305 S. 13th Street, Flandreau, SD

57028-1544.

10. Dustin Dernier holds himself out as the Chief Executive Officer of FSST Management Services, LLC. (Exhibit C) He may be found at 4313 SW Hickory Lane, Blue Springs, MO 64015-4518.

11. Dernier has been associated with companies in the high-interest lending business, including eFinance Call Center Support and PDL Support.

12. On information and belief, Dernier is not a member of the Tribe.

13. Defendants John Does 1-20 are other entities and individuals involved in the lending activity complained of.

14. The Tribe's involvement in the lending business is merely superficial. On information and belief, the Tribe's only real contribution is providing a cloak of sovereign immunity for illegal lending activities.

15. The Tribe has been connected with a number of websites offering and making high-interest loans, most of which are no longer operating. These include:

- a. Bottomdollarpayday.com;
- b. Paradise Cash Advance;
- c. Platinum B. Services;
- d. Actionpayday.com;
- e. Everestcashadvance1.com;
- f. Fastefunds.com;
- g. Ipltoday.com;
- h. Mynextdaycash.com;
- i. Northplainsfinancial.com;
- j. Redleaf lending.com;
- k. Rushmorefinancial.Net;
- l. Theviploanshop1.com.

16. On information and belief, these websites represent “rent-a-tribe” schemes with different, non-tribal investor or investors.

17. On information and belief, the non-tribal investors:

- a. Obtains consumer reports (credit reports) as agent or authorized service provider for FSST Management Services, LLC;
- b. Evaluate and determine whether to make the loans applied for through the website;
- c. Electronically transmit loan information to a person located on the Tribe’s reservation who, after a cursory, pro forma review, grants the loan granted “final” approval;
- d. Fund the loans using money kept in bank accounts that they control and to which the Tribe has no access;
- e. Devise all material policies and procedures relating to the lending operation.

18. Defendant First Direct Mediation is a corporation organized under the law of New York with its principal offices at 3380 Sheridan Dr., Suite 105, Amherst, NY 14226. Its registered agent is Spiegel & Utrera P.A., P.C., 1 Maiden Lane, 5th Floor, New York, NY 10038.

19. Defendant First Direct Mediation is engaged in the business of a collection agency, using the mails, telephone system, and Internet to collect debts allegedly owed to others.

20. Defendant First Direct Mediation states on its website that “First Direct Mediation Inc. is a privately owned agency which specializes in negotiations between clients and consumers to reach a resolution that benefits both parties. We strive to create a better model for debt collection that works with our clients and the debtor to achieve repayment and fully settle debts. . . . In most cases, we are able to work with the consumer to develop reasonable payment plans to allow the consumer to voluntarily pay the full amount owed. We aim to avoid involving the legal system, but our legal division is prepared to take action when necessary. In cases where legal action cannot be avoided, our attorneys may pursue civil action against the consumers.”

(<http://www.firstdirectmediation.net/about-us>)

21. Defendant First Direct Mediation is a debt collector as defined in the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq. (“FDCPA”).

22. Defendants John Does 1-20 are other natural or artificial persons involved in the making, underwriting, financing and collection of the “605 Lending” loans. Their identity, which has been hidden as a key part of the underlying scheme, will be easily established in this litigation.

FACTS RELATING TO PLAINTIFF HARRIS

23. On or about May 18, 2021, Plaintiff Harris took out an installment loan from FSST Management Services, LLC d/b/a 605 Lending (Exhibit A). The loan had an amount financed of \$450 and an annual percentage rate of 775.30%.

24. Exhibit A is a standard form loan agreement used by FSST Management Services, LLC d/b/a 605 Lending on a regular basis.

25. FSST Management Services, LLC d/b/a 605 Lending regularly makes loans to individuals in Illinois at such rates.

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

27. At no time has FSST Management Services, LLC d/b/a 605 Lending had a license from the Illinois Department of Financial and Professional Regulation or a state or federal banking or credit union charter, entitling them to make loans to Illinois residents at more than 9% interest.

28. FSST Management Services, LLC d/b/a 605 Lending nevertheless advertises and makes loans to Illinois residents at rates greatly exceeding 9%.

29. Defendant FSST Management Services, LLC d/b/a 605 Lending sought out Illinois residents for such loans.

30. Plaintiff has made payments on the loan.

31. After Plaintiff had difficulty making the payments, Defendant First Direct Mediation repeatedly called and emailed Plaintiff seeking payment of the loan made to Plaintiff by “605

Lending.”

32. First Direct Mediation threatened to sue Plaintiff in order to collect monies allegedly due on the “605 Lending” loan.

33. The calls and emails were made and sent by First Direct Mediation on behalf of “605 Lending,” as its agent.

34. As a result of these communications, Plaintiff made a payment to First Direct Mediation.

35. It is the policy and practice of Defendant First Direct Mediation to collect loans made to Illinois residents at more than 9% interest by entities which do not have licenses from the Illinois Department of Financial and Professional Regulation or bank or credit union licenses.

36. Defendants claim amounts are still owed on the loan.

ILLINOIS PROHIBITIONS ON PREDATORY LOANS

37. 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.

38. 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.”

39. 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.

40. 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.”).

41. 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.

42. 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.

43. 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).

44. The Illinois Department of Financial and Professional Regulation has repeatedly brought cases against unlicensed out of state tribal and other lenders that make loans via the Internet

or similar means to Illinois residents in Illinois. *E.g.*, *In the Matter of Red Leaf Ventures, LLC*, No. 12 CC 569 (<https://www.idfpr.com/dfi/ccd/Discipline/RedLeafVenturesCDOOrder12CC569.pdf>), *In the Matter of Money Mutual, LLC*, No. 12 CC 408 (<https://www.idfpr.com/dfi/ccd/Discipline/MoneyMutualCDOOrder12CC408.pdf>); *In the Matter of Hammock Credit Services*, No. 12 CC 581 (<https://www.idfpr.com/dfi/ccd/Discipline/HammockCreditCDOOrder12CC581.pdf>); *In the Matter of Makes Cents, Inc., d/b/a Maxlend*, No. 17 CC 133 (<https://www.idfpr.com/dfi/CCD/Discipline/17CC133%20-%20Make%20Cents%20dba%20Maxlend%20Cease%20and%20De sist%20Order%20Bob%208%2016%202017.pdf>)

RENT-A-TRIBE SCHEMES

45. 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.

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

47. 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.

48. 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.

49. 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).

50. 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.

51. 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.

52. 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.

53. Further, sovereign immunity, even if legitimately invoked, still does not turn an otherwise illegal loan into a legal one. *See, e.g., United States v. Neff*, 787 F. App'x 81 (3d Cir. 2019) (upholding criminal convictions of two individuals engaged in an online payday lending rent-a-tribe scheme; sovereign immunity does not transform illegal loans into legal ones, and “reasonable people would know that collecting unlawful debt is unlawful”).

54. Tribes and their officers are not free to operate outside of Indian lands without conforming their conduct in these areas to federal and state law.” *Gingras v. Think Finance, Inc.*, 922 F.3d 112, 128 (2d Cir. 2019).

55. Attempting to circumvent state interest rate caps by fraudulently hiding behind tribal sovereign immunity has been found to constitute criminal conduct. On October 13, 2017, a jury in the U.S. District Court for the Southern District of New York convicted Scott Tucker and Timothy

Muir on 14 felony counts for their operation of a network of tribal lending companies. *See United States v. Tucker, et al.*, No. 1:16-cr-00091-PKC (S.D.N.Y). The conviction was affirmed in *United States v. Grote*, 961 F.3d 105 (2d Cir. 2020).

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

56. Plaintiff incorporates paragraphs 1-55.

57. This claim is against all Defendants.

58. 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.

59. Declaratory relief will resolve such controversy.

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

CLASS ALLEGATIONS

61. Plaintiff brings this claim on behalf of two classes, pursuant to Fed.R.Civ.P. 23(a) and (b)(2). Alternatively, Plaintiff seeks (b)(3) certification.

62. Class A consists of (a) all individuals with Illinois addresses (b) to whom a loan was made in the name of “605 Lending” at more than 9% interest (c) which loan has not been paid in full.

63. Class B consists of (a) all individuals with Illinois addresses (b) to whom a loan was made at more than 9% interest (c) by an entity which does not have a license from the Illinois Department of Financial and Professional Regulation or a bank or credit union charter, (d) which loan has not been paid in full, and (e) which First Direct Mediation is seeking to collect as of the filing of this action, or has collected money on or after a date five years prior to the filing of this action.

64. Plaintiff may alter the class definitions to conform to developments in the case and discovery.

65. Each class is so numerous that joinder of all members is not practicable. On information and belief, based on the making of loans over the Internet using form documents, and the fact that debts are normally placed for collection in portfolios of similar debts, there are at least 40 class members.

66. 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.

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

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

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

70. The class members are 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

71. Plaintiff incorporates paragraphs 1-55.

72. This claim is against all Defendants.

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

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

CLASS ALLEGATIONS

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

76. Class A consists of (a) all individuals with Illinois addresses (b) to whom a loan was made in the name of FSSST Management Services, LLC d/b/a 605 Lending 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.

77. Class B consists of (a) all individuals with Illinois addresses (b) to whom a loan was made at more than 9% interest (c) by an entity which does not have a license from the Illinois Department of Financial and Professional Regulation or a bank or credit union charter, (d) on which loan First Direct Mediation has collected money (e) on or after a date two years prior to the filing of suit.

78. Plaintiff may alter the class definitions to conform to developments in the case and discovery.

79. Each class is so numerous that joinder of all members is not practicable. On information and belief, based on the making of loans over the Internet using form documents, and the fact that debts are normally placed for collection in portfolios of similar debts, there are at least 40 members of each class.

80. 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.

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

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

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

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

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

- i. Damages as provided in 815 ILCS 205/6.
- ii. Attorney's fees, litigation expenses and costs of suit; and
- iii. Such other and further relief as the Court deems proper.

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

84. Plaintiff incorporates paragraphs 1-55.

85. This claim is against all Defendants.

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

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

CLASS ALLEGATIONS

88. Plaintiff Harris bring this claim on behalf of two classes, pursuant to Fed.R.Civ.P. 23(a) and (b)(3).

89. Class A consists of (a) all individuals with Illinois addresses (b) to whom a loan was made in the name of FSST Management Services, LLC d/b/a 605 Lending at more than 36% interest (all of its loans qualify) (c) on or after March 23, 2021.

90. Class B consists of (a) all individuals with Illinois addresses (b) to whom a loan was made at more than 36% interest (c) by an entity which does not have a license from the Illinois Department of Financial and Professional Regulation or a bank or credit union charter, (d) on which loan First Direct Mediation has collected money (e) on or after March 23, 2021.

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

92. Each class is so numerous that joinder of all members is not practicable. On information and belief, based on the making of loans over the Internet using form documents, and the fact that debts are normally placed for collection in portfolios of similar debts, there are at least 40 members of each class.

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

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

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

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

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

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

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

COUNT IV – RICO

97. Plaintiff incorporates paragraphs 1-55.

98. This claim is against Steve Christensen and Dustin Dernier, who are the RICO “persons.”

99. All loans made in the name of FSST Management Services, LLC d/b/a 605 Lending to Illinois residents are (a) unenforceable under Illinois law in whole or in part as to principal or interest because of the laws relating to usury, and (b) were incurred in connection with the business of lending money at a rate usurious under Illinois law, where (c) the usurious rate is at least twice the enforceable rate (9%).

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

101. FSST Management Services, LLC d/b/a 605 Lending is an enterprise affecting interstate commerce, in that it is located outside of Illinois and makes loans to Illinois residents via the Internet.

102. Defendants Steve Christensen and Dustin Dernier are associated with this enterprise, in that they direct the making of loans by FSST Management Services, LLC d/b/a 605 Lending.

103. Defendants Steve Christensen and Dustin Dernier conducted or participated in the conduct of the affairs of FSST Management Services, LLC d/b/a 605 Lending through a pattern of collection of unlawful debt, as set forth above, in violation of 18 U.S.C. §1962(c).

104. Plaintiff was deprived of money as a result.

CLASS ALLEGATIONS

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

106. The class consists of (a) all individuals with Illinois addresses (b) to whom a loan was made in the name of FSST Management Services, LLC d/b/a 605 Lending at more than 9% interest (c) which loan was made on or after a date 4 years prior to the filing of suit.

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

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

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

- a. Whether the loans at issue are “unlawful debts” as defined in RICO.
- b. Whether FSST Management Services, LLC d/b/a 605 Lending is an “enterprise.”
- c. Whether Defendants Steve Christensen and Dustin Dernier are associated with FSST Management Services, LLC d/b/a 605 Lending.
- d. Whether Defendants Steve Christensen and Dustin Dernier, conducted or participated in the affairs of FSST Management Services, LLC d/b/a 605 Lending through a pattern of making and collecting unlawful loans.

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

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

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

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

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

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

COUNT V – FDCPA

113. Plaintiff incorporate paragraphs 1-55.

114. This claim is against First Direct Mediation.

115. Defendant violated the FDCPA, 15 U.S.C. §§1692e, 1692e(2), 1692e(10), 1692f and 1692f(1), by collecting usurious loans made to Illinois residents.

116. First Direct Mediation's communications represent or imply that the underlying debts are legally enforceable. *McMahon v. LVNV Funding, LLC*, 744 F.3d 1010 (7th Cir. 2014).

117. Section 1692e provides:

False or misleading representations

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section: . . .

- (2) The false representation of—
 - (A) the character, amount, or legal status of any debt; . . .
- (10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer. . . .

118. Section 1692f provides:

Unfair practices

A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

- (1) The collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law. . . .

119. The Federal Trade Commission has stated: “Legality of charges. A debt collector may attempt to collect a fee or charge in addition to the debt if either (a) the charge is expressly provided for in the contract creating the debt and the charge is not prohibited by state law, or (B) the contract is silent but the charge is otherwise expressly permitted by state law. Conversely, a debt collector may not collect an additional amount if either (A) state law expressly prohibits collection of the amount or (B) the contract does not provide for collection of the amount and state law is silent.” *FTC Official Staff Commentary on the Fair Debt Collection Practices Act*, 53 Fed. Reg. 50097, 50108 (Dec. 13, 1988).

120. All “605 Lending” and other loans made to Illinois residents by lenders that are neither banks nor credit unions and do not have consumer lending licenses from the Illinois Department of Financial and Professional Regulation are unenforceable under Illinois law because of the laws relating to usury.

CLASS ALLEGATIONS

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

122. The class consists of (a) all individuals with Illinois addresses (b) from whom First Direct Mediation collected money (c) on a loan made by an unlicensed lender at more than 9% interest (d) which communication was made on or after a date 1 year prior to the filing of suit and on or before a date 30 days after the filing of suit and (e) resulted in the payment of money. An “unlicensed lender” is one that is not a bank or credit union and does not have a consumer lending license of any type from the Illinois Department of Financial and Professional Regulation.

123. The class is so numerous that joinder of all members is not practicable. On information and belief, based on the making of loans over the Internet using form documents, and the fact that debts are normally placed for collection in portfolios of similar debts, there are at least 40 class members.

124. 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 unenforceable.
- b. Whether the attempted collection of the loans violates the FDCPA.

125. Plaintiff will fairly and adequately represent the class members. Plaintiff has retained counsel experienced in class actions and consumer credit litigation. Plaintiff's claims are typical of the claims of the class members. All are based on the same factual and legal theories.

126. A class action is appropriate 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.
- c. Congress prescribed class actions as the principal means of enforcing the FDCPA.

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

- i. Statutory damages;
- ii. Actual damages;
- iii. Attorney's fees, litigation expenses and costs of suit; and
- iv. 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)
Matthew J. Goldstein (ARDC 6339033)
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

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

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

JOSHUA HARRIS, on behalf of Plaintiff and the class members described below,

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

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

Edelman, Combs, Latturmer & Goodwin, LLC
20 S. Clark St., Suite 1500
Chicago, IL 60603

DEFENDANTS

FSST MANAGEMENT SERVICES, LLC d/b/a 605 Lending; FIRST DIRECT MEDIATION, INC.; STEVE CHRISTENSEN; DUSTIN DERNIER; and JOHN DOES 1-20,

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
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 1
2 2
3 3
Incorporated or Principal Place of Business In This State
Incorporated and Principal Place of Business In Another State
Foreign Nation
PTF DEF
4 4
5 5
6 6

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

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and checkboxes.

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

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

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

18 U.S.C. §1964 (RICO); 15 U.S.C. §1692k (FDCPA)

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 refiling of a previously dismissed action is a refiling of case number previously dismissed by Judge

DATE 03/01/2022

SIGNATURE OF ATTORNEY OF RECORD Daniel A. Edelman

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

CONSUMER LOAN AND ARBITRATION AGREEMENT

Lender:

FSST Management Services, LLC, d/b/a 605 Lending (referred hereinafter as "605 Lending, LLC")

Mailing Address:

P.O Box 305
 Flandreau, SD 57028
 Telephone: 833.605.5363
 Fax Number: 833.329.6055
 customerservice@605lending.com

In this Consumer Loan and Arbitration Agreement (the "Agreement"), "you" and "your" refer to the Borrower identified above. "It," "its," and "Lender" refer to FSST Management Services, LLC doing business as 605 Lending, a tribally licensed entity and arm of the Flandreau Santee Sioux Tribe, a federally recognized Indian tribe. "Loan" means this consumer installment loan.

The disclosures below are provided to you so that you may compare the cost of this loan to other loan products you might obtain in the United States. The Lenders' inclusion of these disclosures does not mean that the lender or any subsequent holder of the Agreement consents to application of any state or federal law to the lender, the Loan, or this agreement. The table below details the maximum payments and costs to the extent periodic payments are made for the full cycle of the loan which can be reduced upon early payment of the Loan.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
775.30%	\$1788.00	\$450.00	\$2,238.00

Your payment schedule will be:

Date	Amount
05/28/2021	\$139.84
06/15/2021	\$139.84
06/30/2021	\$139.84
07/15/2021	\$139.84
07/30/2021	\$139.84
08/13/2021	\$139.84
08/31/2021	\$139.84
09/15/2021	\$139.84
09/30/2021	\$139.84
10/15/2021	\$139.84
10/29/2021	\$139.84

11/15/2021	\$139.84
11/30/2021	\$139.84
12/15/2021	\$139.84
12/31/2021	\$139.84
01/14/2022	\$140.40

Security. This loan is unsecured.

Returned Payment Fee. If any payment provided to us is returned for nonpayment, you will be charged a fee of \$25.00.

Prepayment. If you repay this loan early, you will not have to pay a penalty and you will not be entitled to a refund of any portion of the finance charges already paid. See Agreement below for additional information about non-payment, default and any required repayment in full before the scheduled date.

ITEMIZATION OF AMOUNT FINANCED: \$450.00
AMOUNT GIVEN TO YOU DIRECTLY: \$450.00
LOAN PROCEEDS PAID ON YOUR ACCOUNT: \$0.00

- PROMISE TO PAY.** You promise to pay to the order of Lender the principal sum of \$450.00 plus interest at the rate of 775.2973% per annum from the date of this Loan until this Loan is repaid in full. You promise to pay these amounts in installments on the dates, and in the amounts listed in the Payment Schedule above. You also promise to pay to the Lender or to any subsequent holder of the Agreement any other fees provided for under this Agreement.
- AUTHORIZATION.** You represent that all bank account and other credit information provided by you is correct. You agree not to close the bank account from which you have authorized payment to be debited unless your payment authorization is terminated as provided in this Agreement. If your check, bank draft, electronic funds transfer ("EFT"), or Automated Clearing House ("ACH") transaction is returned for insufficient funds, the Lender will charge you, and you will pay an additional \$30 each time it is returned. You authorize the lender or any collection agency which it designates to collect all amounts owing hereunder, including, without limitation, all collection agency fees, through the use of one or more check, bank drafts, EFT, or ACH transactions. You agree and consent to be contacted by the lender's agents, employees, affiliates, loan servicing companies, and third-party collectors through the use of email, and/or telephone, and/or SMS text messages to your cellular, home, or work numbers, as well as any other telephone number you have provided in conjunction with this loan, including the use of automatic telephone dialing systems, auto dialers, and/or artificial or prerecorded voice messaging. You understand and agree that this right does not constitute a security interest. You may make different payment arrangements with the Lender at the time you enter into the Agreement if you do not wish to consent to pre-authorized EFT of ACH transactions. At this time, you acknowledge that you have been advised that your consent to pre-authorized EFT as a means of repayment is not a condition of the lender's extension of this loan. You authorize the Lender to obtain and verify the information provided to it in connection with your Loan application, including from a consumer reporting agency or other sources.
- LOAN PROCEEDS.** Lender makes loan proceeds available on the business day following the date of this transaction without additional charge. If, at your election made before 2:00 p.m. Central Time on a business day, you request that the loan process be made available on the same day, a wire transfer fee of up to \$25, payable to Lender's U.S. administrator, will be imposed. This fee will be deducted from the loan proceeds before the proceeds are sent to your account.
- RECISSION.** You have the right to rescind this Agreement without incurring any fee if the amount borrowed is returned in full to the Lender. The amount must be returned to the Lender before the close of business on the next business day following the day that the loan proceeds were delivered to you.

5. PAYMENT AUTHORIZATION AGREEMENT

ACH CREDIT AND DEBIT AUTHORIZATION

After the non-payment of any payment due under this agreement, the Lender and its agents are authorized, to initiate a charge to any of my depository accounts at any institution, by ACH or otherwise, for the principal and accrued interest then due in accordance with this Agreement. I may revoke the authorization to affect an ACH debit entry at any time, but I may not revoke the authorization to prepare and submit drafts on my behalf until such times as the loan is paid in full. Any such revocation must be in writing and in a manner which affords the Lender and my financial institution a reasonable opportunity to act prior to the maturity of my loan. This notification must be delivered to Lender at the address set forth above. You may choose to make different payment arrangements if you do not wish to use EFT or ACH transactions. If you elect to utilize different payment arrangements, you must make arrangements with the Lender by 5:00 P.M. Central Standard Time (CST), at least three business days prior to the Payment Due Date, to prevent an ACH debit entry from being initiated. Electronic check is the available alternate method of payment, and you have the option to pay each payment owing under this Agreement by electronic check. If you elect to utilize electronic check as a payment, you may contact the Lender at 833.605.5363.

REMOTELY CREATED CHECK (RCC) AUTHORIZATION

If you elect to make your payments by remotely created check (otherwise known as a demand, draft, telecheck, preauthorized draft or paper draft), then by electronically signing this Payment Authorization Agreement you authorize Lender to create checks bearing your name and other information as may be required under applicable law, rather than your handwritten signature, drawn on your bank account below, and to submit each check for payment to your bank or financial institution ("Remotely Created Check") in the amount of each payment due, under the payment schedule or otherwise to Lender under this Agreement or any amount on any dates on which you and Lender later agree.

If a remotely Created Check is returned unpaid by your bank or financial institution, then you authorize Lender to create and submit a Remotely Created Check for any late fees or other amounts accrued pursuant to this Agreement. You agree that your typed name or other designation mandated by applicable law will constitute your authorized signature fully reflecting your intent to authenticate any such Remotely Created Check. If you believe the Lender charged your bank in a manner not contemplated by this Payment Authorization Agreement, then please contact Lender.

- 6. DEFAULT.** "Default" is an event that would constitute an event of default. An event of default with respect to this Agreement occurs if: (a) you provide false or misleading information about yourself, your employment, or your financial condition prior to entering into this Agreement; (b) if you fail to make a payment by the due date; (c) if your payment is returned to the Lender for any reason; or (d) if you file bankruptcy or become a debtor under the Federal Bankruptcy Laws.
- 7. CONSEQUENCES OF DEFAULT.** Upon default, the Lender may declare the entire unpaid principal balance and all unpaid interest immediately due, and you agree to pay that amount. Further, the Lender may, at its option, do one or more of the following: (a) require you to immediately pay the Lender everything you owe the Lender; (b) if you have not terminated or opted out of an ACH authorization, lender will withdraw money from your bank account that was not available when the Lender tried to withdraw it at an earlier time; and (c) pursue all legally available means to collect what you owe the Lender.
- 8. WIRELESS POLICY.** By providing your cell phone number, you have provided the lender and its agents with consent to send you text messages in conjunction with the services you have requested. Your cellular provider's message and data rates may apply to the Lender's confirmation message and all subsequent messages. You understand the text messages the lender sends 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 the Lender immediately if you change mobile numbers or if you no longer wish to accept text messages because your phone is not properly safeguarded. If the lender modifies this Text Message policy, it will notify you by sending you a text message with a link to the new policy, or by providing it on the company's website for your retrieval and review. The Lender may terminate its text message program at any time. If you have any questions about this policy, would like the Lender to mail you a paper copy of this policy, or are having problems receiving or stopping the Lender's text messages, please contact it at the following address: 605 Lending LLC, P.O Box 305, Flandreau, SD 57028. You agree and consent to be contacted by the Lender, its agents, employees, affiliates, loan servicing companies, and third-party collectors through the use of email, telephone calls, facsimiles and/or SMS text messages to your cellular,

pager, facsimile, home or work numbers, as well as any other telephone number you have provided in conjunction with this loan, including the use of automatic telephone dialing systems, auto dialers, or an artificial or prerecorded voice for the purposes of providing service to you for this Loan, and service and offers for related products and services. You consent to the Lender's use of your personal information to provide the services you have requested, including services that display customized content and advertising. You further authorize the Lender to contact you about other products and services offered by the Lender.

OPT-OUT OR STOP

This policy applies to the text messages sent by Lender to its customers while and after they are subject to the requirements of this Agreement. If you wish to stop receiving marketing text messages from us, reply to any text messages the Lender has sent you and in the reply simply type STOP. If you wish to stop receiving all text messages from us, 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 day. You may also stop text messages by calling the Lender or emailing it using the contact information below.

9. **REGULATION E DISCLOSURE.** The purpose of this disclosure is to set forth the terms governing electronic fund transfer services offered by the Lender to you on accounts established primarily for personal, family, or household purposes for transactions which are governed by Regulation E and to make certain disclosures relative to these which are required by law. The terms set forth in this disclosure are in addition to those set forth in this Consumer Loan Note and Arbitration Agreement.

Fees for Electronic Transfers. The amounts of the various fees mentioned in this section which are charged by the Lender are set forth in the Consumer Loan Note and Arbitration Agreement.

In Case of Errors or Questions about your Electronic Transfers, telephone or write the Lender at the telephone number or address shown below as soon as you can if you think you were incorrectly charged, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

P.O Box 305
Flandreau, SD 57028
833.605.5363

Customer Service Hours are: 8:00 a.m. – 5:00 p.m. (Central Time) Monday through Friday (excluding Holidays). For purposes of this disclosure, the Lender's business days are Monday through Friday. Holidays are not included. The Lender must hear from you no later than 60 days after it sent the FIRST statement on which the problem or error appeared. Tell the Lender's representative your name and account number. Describe the error or explain as clearly as you can why you believe it is an error or why you need more information. Tell the representative the dollar amount of the suspected error. If you tell us orally, we will require that you send us your complaint or question in writing within 10 business days.

Your Right with Respect to Preauthorized Payments. You have told the Lender in advance to make regular payments out of your account. You can stop any of these payments, at any time. Here's how: Call the Lender at the telephone number referred to above or write the Lender at the address indicated above in time for the Lender to receive your request at least three (3) business days or more before the payment is scheduled to be made. If you call, the Lender may also require you to put your request in writing and get it to it within 14 days after you call. The Lender reserves the right to charge you a fee of \$30 for each stop payment order you give. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and the lender does not do so, the lender will be liable for your losses or damages

Privacy of Your Information. The privacy of your information is very important to us. The Lender will treat your information as described in the Lender's Privacy Policy, which you can find by going to the lender's website at: www.605lending.com. You can also contact the Lender at the phone number or address above to request a paper copy.

10. **ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL.** (a) Arbitration is a process in which persons with a dispute: (i) waive their rights to file a lawsuit and proceed in court and have a jury trial to resolve their disputes; and (ii)

agree, instead, to submit their disputes to a neutral third person (“an arbitrator”) for a resolution of the matter at issue. Each party to the dispute has an opportunity to present evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private, less formal than courts trials, and can often result in cost savings for the parties. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced with a court judgment. A court rarely overturns an arbitrator’s decision because both parties voluntarily agree to arbitrate the matter.

(b) YOU ACKNOWLEDGE AND VOLUNTARILY AGREE AS FOLLOWS: For purposes of this arbitration provisions and this Agreement, the words “dispute” and “disputes” are given the broadest possible meaning and include, without limitation (i) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Agreement, the validity and scope of this Agreement, and any claim or attempt to set aside the Agreement, (ii) all claims, disputes, or controversies arising from or relating directly or indirectly to this Agreement, the information you gave the Lender before entering into the Agreement, including the Customer Application, and/or any past agreement or agreements between you and the Lender; (iii) all counterclaims, cross-claims, and third-party claims; (iv) all common law claims based upon contract, tort, fraud, or other intentional tort; (v) all claims based upon a violation of any applicable constitution, statute, ordinance or regulation; (vi) all claims asserted by the Lender against you, including claims for money damages to collect any sum the Lender claims you owe it; (vii) all claims asserted by you individually against the lender and/or any of its employees, agents, directors, officers, shareholders, governors, managers, members, or affiliated entities (hereinafter collectively referred to as “related third parties”), including claims for money damages and/or equitable or injunctive relief; (viii) all claims asserted on your behalf by another person; (ix) 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 the Lender and/or related third parties (hereinafter referred to as “Representative Claims”); and/or (x) all claims arising from or relating directly or indirectly to the disclosure by the Lender or related third parties of any non-public personal information about you. The Lender has a policy of arbitrating all disputes regardless of whether said disputes involve the Lender or related third parties (as defined below).

(c) By voluntarily entering into this Agreement including the arbitration provisions of the Section 10: (i) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST THE LENDER OR RELATED THIRD PARTIES; (ii) YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN THE COURTS OF THE FLANDREAU SANTEE SIOUX TRIBE, TO WHOSE JURISDICTION YOU EXPLICITLY CONSENT DURING THE TERM OF THE AGREEMENT, RESOLVE ANY DISPUTE ALLEGED AGAINST THE LENDER OR RELATED THIRD PARTIES; and (iii) YOU ARE WAIVING YOU RIGHT TO SERVE AS A REPRESENTATIVE, 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 THE LENDER AND/OR RELATED THIRD PARTIES.

(d) Except as provided in Paragraph 10(i) below, all disputes, including any Representative Claims against the Lender and/or related third parties (as defined above), shall be resolved by confidential and private binding arbitration only on an individual basis with you. THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION. SPECIFICALLY, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTRORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.

(e) Any party to a dispute, including related third parties, may send the other party written notice by certified or registered 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, you shall have the right to select any of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879, <http://www.adr.org>), or JAMS (1-800-352-5267, <http://www.jamsadr.com>). However, the parties may agree to select a local 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 will respond in writing by certified or registered mail, return receipt requested, within twenty (20) business days. If you demand arbitration, you must inform the Lender in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or the Lender demand arbitration, you must notify the Lender within twenty (20) business days in writing, by certified mail return receipt requested, of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify the Lender, then the Lender will have the right to select an arbitration organization or local arbitrator. The parties to such dispute will be governed by the rules and procedures of such arbitration organization

applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Agreement, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization list above.

(f) You (and not Lender) have the sole and unfettered right to reject arbitration as a means of resolving disputes at any time within seven (7) calendar days following your signature on this Agreement. That is, if, after signing this arbitration provision, you choose to not to be bound by it, then you can reject arbitration by giving notice of rejection of arbitration by certified or registered mail, return receipt requested, to Lender at its address for notices specified in this Agreement, postmarked within seven days following your signature hereon. No particular form of notice is required. You cannot reject arbitration after the seventh day following the date of your signature of this Agreement.

(g) If you demand arbitration, then at your request the Lender will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing, and arbitrator's fees ("Arbitration Fees"). If related third parties or the Lender demand arbitration, then at your written request, the Lender will advance your portion of the Arbitration Fees. Throughout the arbitration, each party shall bear their own attorneys' fees and expenses, including witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the 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, or within 30 miles from such county, or in such other place as shall be ordered by the arbitrator. The arbitrator may decide with or without and hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration, the arbitrator shall not apply any tribal, federal or state rules of civil procedure or evidence. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filled ONLY with the courts of the Flandreau Santee Sioux Tribe, to whose jurisdiction, you hereby, explicitly consent to during the term of this Agreement. You further agree to purposefully avail yourself of the Jurisdiction of the Flandreau Santee Sioux Tribal Court. If allowed by applicable statute or applicable law, the arbitrator may award you statutory damages and/or your reasonable attorneys' fees and expenses. Regardless of whether the arbitrator renders a decision or an award in your favor resolving the dispute, you will not be responsible for reimbursing the Lender for your portion of the Arbitration Fees.

(h) If, after finding in your favor in any request on the merits of your claim, the arbitrator issues you an award that is greater than the value of Lender's last written settlement offer made before an arbitrator was appointed and confirmed, then Lender will: (a) pay you the amount of the award for \$2,500 ("the alternative payment"), or the amount of Lender's last written settlement offer made before an arbitrator was appointed, whichever is greater; and (b) pay your attorney, if any, reasonable attorneys' fees, and recoverable costs incurred in preparing and pursuing your claim in arbitration ("the attorney premium"). If Lender did not make a written offer to settle the dispute before an arbitrator was selected, your attorney and you will be entitled to receive both the alternative payment and the attorney premium if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits. The right to attorneys' fees and expenses discussed in the paragraph supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs.

(i) This arbitration clause is made pursuant to a transaction involving Indian commerce and shall be governed by the United States Federal Arbitration Act ("FAA"). If a final non-appealable judgment of a court having jurisdiction over this transaction finds, for any reason, which the FAA does not apply to this transaction, then the lender's agreement to arbitrate shall be governed by the arbitration law of Flandreau Santee Sioux Tribe. You acknowledge and agree that this Agreement, including arbitration provisions of this Section 10, is entered into voluntarily, and is binding upon and benefits both parties' respective heirs, successors, and assigns. The arbitration and class action waiver provisions set forth in the arbitration provisions of this Agreement continue in full force and effect, even if your obligations have been paid or discharged through bankruptcy. The arbitration and class action waiver provisions survive any termination, amendment, expiration, or performance of any transaction between you and the Lender, and continues in full force and effect unless you and the Lender otherwise agree in writing.

11. Notices. Except as otherwise provided in the Agreement, you specifically agree that all notices required to be sent to

you are effective when mailed or delivered to your last known mail or e-mail address as identified in the Lender's records. You agree that the Lender may send or provide by electronic communication any notice, communication, disclosure amendment or replacement to the Agreement. All notices to the Lender must be mailed to 605 Lending LLC at the following mailing address: P.O Box 305, Flandreau, SD 57028.

12. **Governing Law.** This agreement is made and accepted in the sovereign territory of the Lender in the Flandreau Santee Sioux Tribe and shall be governed by the applicable tribal and substantive law of the Flandreau Santee Sioux Tribe, including, but not limited to the Tribal Financial Services Regulatory Act, without regard to conflicts of law principles, except that the arbitration provisions will be governed by the United States Federal Arbitration Act. This governing law provision applies no matter where you reside at the time you request your loan from Flandreau Santee Sioux Tribe. For the avoidance of doubt, it is not intended and shall not be interpreted that the State of South Dakota has lawful authority to regulate the Business or any activities of the Lender or its officers, employees, or agents, or this Agreement. The parties agree that this Agreement's acceptance and performance is entered into on the Flandreau Santee Sioux Tribe Reservation (the "Reservation") and within the jurisdiction of the Flandreau Santee Sioux Tribe, and that all signatures are equally effective when actually signed on the Reservation, or electronically or physically sent to the Reservation. The parties further agree that all negotiations, verifications, and communications between the parties have occurred on the Reservation, although they may be been completed using technological aids. The lender has accepted the Note and this agreement on the Flandreau Santee Sioux Reservation.
13. **Third Party Beneficiaries, Assignment of Rights.** The parties do not intend the benefits of this Agreement to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such third party. You may not assign the Agreement to any other party. The Lender may assign the Agreement or delegate any or all of the lender's rights and duties under the Agreement to any third party without notifying you.
14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral. The Agreement, including the provisions of this Section, may not be modified except by written amendment signed by both parties.
15. **Tribal Sovereign Immunity.** The Lender is an arm of the Flandreau Santee Sioux Tribe, and has been granted the privilege of sovereign immunity by virtue of the Flandreau Santee Sioux Tribe Executive Committee and the Flandreau Santee Sioux Tribe Law and Order Code. Nothing in this agreement expressly, or impliedly, waives or diminishes the sovereign immunity of the Lender, or the Flandreau Santee Sioux Tribe, or either entity's agents, employees, elected officials, departments or businesses in any forum, tribunal, or proceeding. This agreement further does not give the consent of the Flandreau Santee Sioux Tribe or the Lender to be sued in any court or tribunal for any reason.
16. **Usury.** This transaction evidenced by this Agreement does not violate any Law of the Flandreau Santee Sioux Tribe pertaining to usury of the payment of interest on loans.
17. **No Waiver; Cumulative Remedies.** No failure or delay on the part of the Lender in exercising any right, power, or remedy under the Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy under this Agreement. The remedies provided in this are cumulative and not exclusive of any remedies provided by Law.
18. **Amendments.** No amendment or waiver of any provision of this Agreement, nor consent to any departure by you therefrom, shall in any event be effective unless the same shall be in writing and signed by the Lender, and such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
19. **Severability of Provisions.** Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

BY SIGNING BELOW, YOU AGREE THAT YOU HAVE CAREFULLY READ AND UNDERSTOOD ALL THE TERMS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE AGREEMENT TO ARBITRATE ALL DISPUTES AND NOT TO PARTICIPATE

IN CLASS ACTION, AND YOU ACCEPT ALL OF THESE TERMS. I FURTHER ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT.

CUSTOMER SIGNATURE & DATE

Joshua Harris [REDACTED]

Customer: [REDACTED]

Address: [REDACTED]

City, State Zip: [REDACTED]

Payment Authorization Agreement

•

The undersigned customer ("You") entered into a Consumer Loan and Arbitration Agreement (the "Agreement") with FSST Management Services, LLC doing business as 605 Lending ("Lender") on the date indicated below. The Agreement included a schedule of payments and payment dates on which you authorized the Lender to initiate an ACH debit entry to your bank account(s). You desire to make a payment on your account in an amount and/or on a date different than the original payment schedule. You hereby authorize Lender to initiate ACH debit entries from the bank account indicated below in the amounts and on the dates listed below for payments on amounts owing in connection with the Agreement, including without limitation all principal amounts, finance charges, service fees, returned item fees and collection fees. In the event Lender is unable to initiate ACH credit and debit entries to the bank account indicated below, you authorize Lender to initiate charges to any one of a debit card, a substitute to remotely generated check or a reverse wire, all which will be debited from the bank account indicated below.

This authorization shall remain in full force and effect until the Lender has received a written notice of termination from you in such time and manner as to Lender a reasonable opportunity to act upon such termination. If any payment date is not a business day, the debit authorized by the Authorization will occur on the next business day. Other than this updated Payment Authorization Agreement, the terms of the Agreement shall remain in full force and effect.

Customer Name: Joshua Harris

Loan Number: [REDACTED]

Date of Loan Agreement: 05/18/2021

Depository/Bank Account Information:

Bank Name: [REDACTED]

Routing Number: [REDACTED]

Account Number: [REDACTED]

Date: 05/18/2021

Amount: \$450.00

Customer Signature & Date:

Joshua Harris [REDACTED]

Name: Joshua Harris

Address: [REDACTED]

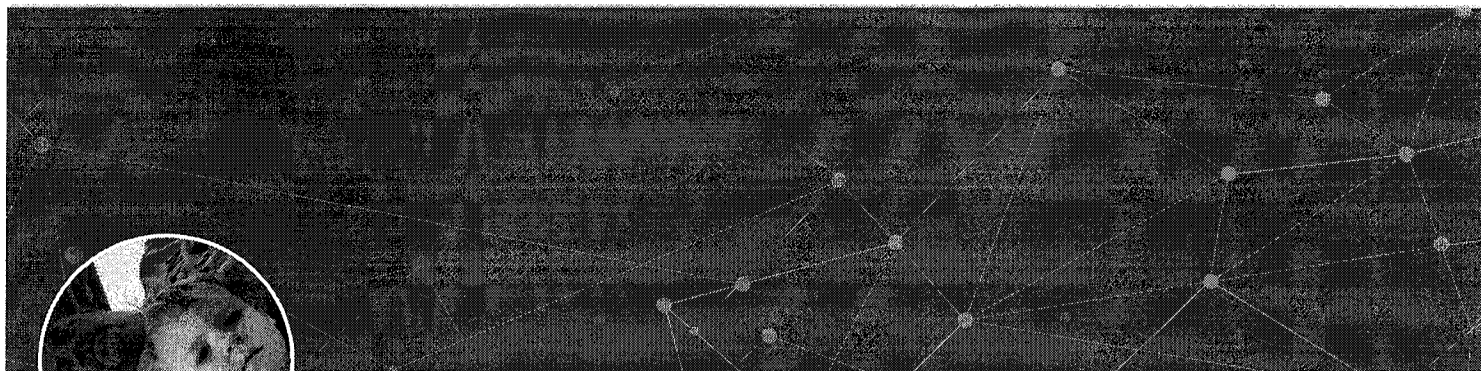
City, State Zip: [REDACTED]

Date & Time: Tue May 18 2021 13:26:26 GMT-0500 (Central Daylight Time)

EXHIBIT B



Steve Christensen



Steve Christensen

COO FSST Management Services

Flandreau, South Dakota, United States · 58 connections

Join to Connect



FSST Management Services



Dakota State University

Activity

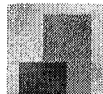
Met this young man on Wednesday. Just passed his real estate exam but really struggling. Homeless in January and February to pay for his real...



Steve Christensen



Experience



Chief Operating Officer

FSST Management Services

Dec 2015 - Present · 6 years 3 months

Flandreau, SD

Lead a team of loan specialist that provide short term and installment loans.

Partner

Arrowhead Consulting Group

Feb 2013 - Nov 2015 · 2 years 10 months

Sioux Falls, South Dakota Area

Casino Operational and Management Consulting .

General Manager

Royal River Casino and Hotel

Apr 2010 - Feb 2013 · 2 years 11 months

Flandreau, SD

Oversee a 250 employee casino, restaurant and hotel. Responsible for forecasting, budgeting and operations of the facility.

Technician

Elite Business Systems

Oct 2008 - Apr 2010 · 1 year 7 months

Sioux Falls, South Dakota Area

Provide technical installation and service of office equipment and networking.

Education

Dakota State University

Computer Science

1987 - 1988



Steve Christensen

Associate's degree · Electrical, Electronics and Communications Engineering

1984 - 1985



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Dustin Dernier

CEO at FSST Management Services
Kansas City Metropolitan Area



Todd O'Riley

Dakota Connection Casino
Sisseton, SD



Karlene French

Director Of Client Relations at Royal Hotel Group
Edmonton, AB



Brad Copeland

Director, Technical Support at Answers, etc
Fort Worth, TX



Didier Vacher

Hotel Manager at PONANT
Krabi



Lynn Assimacopoulos

Critical Care RN, Head of Home Care Agency, Nurse/Writer Consultant in LTC Agency at Home Care, Hospital. Long Term Care



Steve Christensen



Operations Supervisor at Kinder Morgan, Inc.
Tioga, ND



Shanon Kerkhove PMP,CSM
Vice President Payments Project Portfolio Manager at The Bancorp
Greater Sioux Falls Area



Heather Hitterdal
Experienced Communicator, Competent and Caring Leader
Sioux Falls, SD

Nicholas Oyen, MSA
Senior Consultant at Sage Project Consultants
Vermillion, SD

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Portland, OR

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Owner Christensen Tire & Automotive
Plano, TX

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Sales Marketing Manager, Procurement Manager at Legacy Electronics Corp
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COO FSST Management Services

Chief Operating Officer at FSST Management Services

Dakota State University

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EXHIBIT C



Dustin Dernier



Dustin Dernier

CEO at FSST Management Services

Kansas City Metropolitan Area · 455 connections

Join to Connect



FSST Management Services

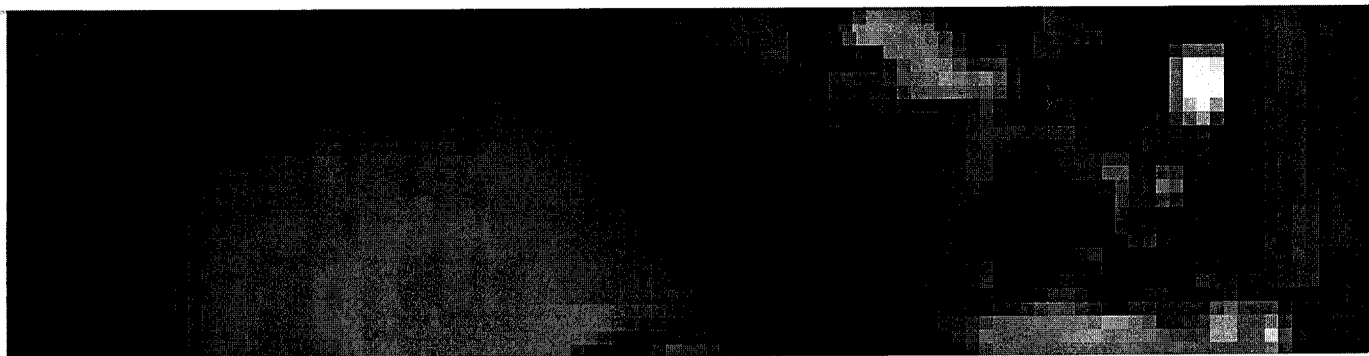
Activity

<https://lnkd.in/e9YxZyZD>

Shared by Dustin Dernier



Dustin Dernier



Don't send me a picture of that!! I received a text message from a member of my team with a picture attached. It read, "I am sorry, but I will be..."

Liked by Dustin Dernier

Experience



CEO

FSST Management Services

Aug 2017 - Present · 4 years 7 months



eFinance Call Center Support

6 years 8 months

President

Dec 2013 - Jul 2016 · 2 years 8 months

Lenexa, KS

Vice President

Dec 2009 - Dec 2013 · 4 years 1 month

General Manager



PDL Support

Dec 2003 - Dec 2009 · 6 years 1 month

Kansas City, Missouri Area

United Steel Erectors



Dustin Dernier



President

2000 - 2003 · 3 years

President

2000 - 2003 · 3 years

President

2000 - 2003 · 3 years

President

2000 - 2003 · 3 years

President

2000 - 2003 · 3 years

President

2000 - 2003 · 3 years

Organizations

www.sclerodermasupport.org

Board Member

May 2011 - Present

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Dustin Dernier



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Steve Christensen

COO FSST Management Services

Flandreau, SD



John Jacobs

Chief Information Officer at JE Dunn Construction

Kansas City, MO



Nick Anderson

Owner at Concrete Dynamics llc

Greater Minneapolis-St. Paul Area



Larry Marshall

Owner at Speedy's Food & Liquor

Kansas City, MO



Kris Dubas

Sales Representative at Edward's Stone

Lincoln, NE



Zion Peled

Diamond Marketing & Sales

Israel



Tony Adams

Project Manager for Starr Homes

Overland Park, KS



Daniel Dye

Managing Director at Trinity Distribution

Abington, MA



Nazar Brizinov

Chief Executive Officer, Round Sky, Inc

Las Vegas, NV



Brian Thayer

Vice President of Sales - Real Estate at AvidXchange, Inc.

Providence County, RI

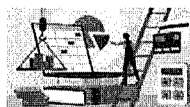
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Dustin Dernier

CEO at FSST Management Services



CEO at FSST Management Services

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