

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

TYANNA QUALLS,)	
on behalf of Plaintiff and the class)	
members described herein,)	
)	
Plaintiff,)	
)	
v.)	
)	
ANONG LLC doing business as)	
AVAILBLUE;)	
LDF HOLDINGS, LLC;)	
JESSI LEE PHILLIPS LORENZO,)	
also known as Jessi Phillips Lorenzo,)	
formerly known as Jessi Lee Phillips;)	
MARK KOETTING;)	
MAINSRING MANAGEMENT LLC;)	
RICK A. GWYNNE II;)	
and JOHN DOES 1-10,)	
)	
Defendants.)	

COMPLAINT – CLASS ACTION

1. Plaintiff, Tyanna Qualls, brings this action against Defendants Anong LLC doing business as AvailBlue; LDF Holdings, LLC; Jessi Lee Phillips Lorenzo, also known as Jessi Phillips Lorenzo, formerly known as Jessi Lee Phillips; Mark Koetting; Mainspring Management LLC; Rick A. Gwynne II; and John Does 1-10 to secure redress for usurious and illegal loans made to Illinois residents.

2. Plaintiff damages and injunctive and declaratory relief pursuant to the Illinois Consumer Fraud Act, 815 ILCS 505/1 et seq., and Illinois Predatory Loan Prevention Act, 815 ILCS 123/15-1-1 et seq.; damages pursuant to the Illinois Interest Act, 815 ILCS 205/6; and treble damages under RICO.

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). Jurisdiction may

also exist under 28 U.S.C. §1332(d), depending on the number and amount of loans and amount of damages.

4. This Court has jurisdiction over each Defendant under 735 ILCS 5/2-209 because each Defendant was involved in the making of illegal loans to Illinois residents.

5. Venue in the District is proper because the loan was made to a resident of Chicago.

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

PARTIES

Plaintiff

7. Plaintiff Tyanna Qualls is a natural person who at all times relevant has resided in Chicago, Illinois.

Defendant LDF Holdings

8. Defendant LDF Holdings, LLC (“LDF Holdings”) is a limited liability company chartered under Wisconsin law. (Appendix A) 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, Appendix B)

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

10. LDF Holdings, LLC claims to operate from 597 Peace Pipe Road, Lac du Flambeau, WI 54538.

Defendant Lorenzo

11. The president of LDF Holdings, LLC and organizer of the high-interest lending scheme described herein is Jessi Lee Phillips Lorenzo, also known as Jessi Phillips Lorenzo, f/k/a Jessi Lee Phillips (“Lorenzo”).

12. Lorenzo is not a member of the LDF Tribe.

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

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

15. On information and belief, Lorenzo resides in Florida.

16. On information and belief, Lorenzo previously worked for Triax Management and Dater Portfolio in 2015-2016 as “Director of Sovereign Sales.”

17. Lorenzo has described her former employer’s business model of selling tribal sovereign immunity to high-interest lenders as follows: “Our success formula is simple: Identify Great Tribes, Financiers, Servicers and Best in Class Legal Teams and have them work cooperatively to build a very profitable compliant business based upon consumer satisfaction.”

18. As described below, Lorenzo is pursuing the same business model through LDF Holdings, LLC.

Defendant Anong LLC d/b/a AvailBlue

19. Defendant Anong LLC d/b/a AvailBlue is a limited liability company, supposedly organized under tribal law, that conducts online lending at high interest rates, in excess of 500%. It does business via its website, www.availblue.com

20. The website www.availblue.com is registered to LDF Holdings, LLC. (Appendix D)

21. Anong LLC d/b/a AvailBlue uses the address of P.O. Box 12, Lac Du Flambeau, WI 54538.

22. Anong LLC d/b/a AvailBlue is allegedly a portfolio company of LDF Holdings, LLC and claims to be wholly owned, indirectly, by the LDF Tribe. (Appendix B, p. 3)

23. However, the location of the server hosting www.availblue.com is actually in the vicinity of Dallas, Texas. (Appendix E)

24. LDF Holdings, LLC states on its website (www.ldf-holdings.com/about) that “LDF Holdings owns and manages the entire online lending business.” (Appendix F)

Defendants Koetting, Mainspring Management LLC, and Gwynne

25. In fact, as described below, the principal economic benefit of the activities of Anong LLC d/b/a AvailBlue is received by non-Native American persons, including Lorenzo, Koetting and Mainspring Management LLC .

26. Koetting and Mainspring Management LLC hold themselves out as managers of Anong LLC d/b/a AvailBlue. (Appendices G-H)

27. Koetting and Mainspring Management LLC are the “financiers” of the loans made through Anong LLC d/b/a AvailBlue. On information and belief, they also obtain credit reports on prospective borrowers and determine what loans are to be made.

28. Koetting may be found at 10561 Barkley Street, Suite 520, Overland Park, KS 66212 and on information and belief resides in the Kansas City area.

29. Koetting is not a member of the LDF Tribe.

30. Mainspring Management LLC is a limited liability company organized under Delaware law with principal offices at 10561 Barkley Street, Suite 520, Overland Park, KS 66212. (Appendix I) On information and belief none of its members is a resident of Illinois.

31. Koetting previously had a rent-a-tribe arrangement using a website called Clear Loan and another small tribe, the Big Lagoon Rancheria, a federally recognized tribe of Yurok and Tolowa Native Americans, with less than 25 members.

32. After disputes arose between Koetting and Big Lagoon Rancheria, he created Anong LLC d/b/a AvailBlue and continued making “tribal” loans.

33. Defendant Rick A. Gwynne II holds himself out to borrowers as the “Director of Recovery & Collections” for AvailBlue.

34. In fact, as shown by his Linked-in profile (Appendix J), he is Director of Recovery & Collections at Mainspring.

35. On information and belief, Gwynne is not a member of the LDF Tribe.

36. On information and belief Gwynne resides in the Kansas City area.

Defendants’ Loans

37. Anong LLC d/b/a AvailBlue makes loans through its website, www.availblue.com, to consumers at interest rates in excess of 600% annually. (Appendix K)

38. Anong LLC d/b/a AvailBlue does business in Illinois over the Internet, via text message, via Automated Clearing House transactions, and over the telephone.

39. Lorenzo acts as the agent of or service provider to Anong LLC d/b/a AvailBlue, with the knowledge, consent and direct participation of LDF Holdings.

40. Lorenzo also arranged the lending scheme.

41. Koetting and Mainspring Management LLC provide the funds for the loans. On information and belief, they approve the loans and are responsible for their collection.

42. Many of the loans made by Anong LLC d/b/a AvailBlue are made to Illinois residents, including Ms. Qualls.

43. These residents have received funds via ACH transfers into bank accounts located in Illinois. The loans also provide for repayment via ACH transfers.

44. At no time has Anong LLC d/b/a AvailBlue held any type of consumer lending license from the Illinois Department of Financial and Professional Regulation.

45. At no time has Anong LLC d/b/a AvailBlue held a bank or credit union charter.

46. Under Illinois law, Anong LLC d/b/a AvailBlue was therefore not allowed to make loans to Illinois consumers at rates exceeding 9%. 815 ILCS 205/4.

47. Anong LLC d/b/a AvailBlue nevertheless advertises and makes loans to Illinois

residents at rates greatly exceeding 9%.

48. Anong LLC d/b/a AvailBlue's website states that "Availblue.com does not lend to residents of the following States: Arkansas, Connecticut, New York, Vermont, Virginia, Wisconsin, West Virginia or Pennsylvania."

49. Illinois is not on the excluded list.

50. Anong LLC d/b/a AvailBlue thus affirmatively sought out Illinois residents for such loans.

51. All loans made by Anong LLC d/b/a AvailBlue were made at an annual percentage rate exceeding the 9% which a non-bank lender which does not have a license from the Illinois Department of Financial and Professional Regulation may charge for a loan made to an Illinois resident.

Defendants John Does 1-10

52. Defendants John Does 1-10 are other persons and entities that participated in the lending activities described herein.

FACTS

Illinois Prohibitions on Predatory Loans

53. 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.

54. 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."

55. Previously, higher rates were permitted to licensed lenders, banks and credit unions under the Payday Loan Reform Act, 815 ILCS 122/1-1 et seq., and the Consumer

Installment Loan Act, 205 ILCS 670/1 et seq.

56. At all relevant times a consumer lender who did not have a license or banking or credit union charter was limited to 9% under the Illinois Interest Act, 815 ILCS 205/4.

57. Any loans to Illinois consumers at more than 36%, or made by unlicensed persons at more than 9%, are void and unenforceable.

58. The Predatory Loan Prevention Act provides:

Section 15-5-10. Violation. 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.

Section 15-5-15. No evasion.

(a) No person or entity may engage in any device, subterfuge, or pretense to evade the requirements of this Act, including, but not limited to, making loans disguised as a personal property sale and leaseback transaction; disguising loan proceeds as a cash rebate for the pretextual installment sale of goods or services; or making, offering, assisting, or arranging a debtor to obtain a loan with a greater rate or interest, consideration, or charge than is permitted by this Act through any method including mail, telephone, internet, or any electronic means regardless of whether the person or entity has a physical location in the State.

(b) If a loan exceeds the rate permitted by Section 15-5-5, a person or entity is a lender subject to the requirements of this Act notwithstanding the fact that the person or entity purports to act as an agent, service provider, or in another capacity for another entity that is exempt from this Act, if, among other things:

- (1) the person or entity holds, acquires, or maintains, directly or indirectly, the predominant economic interest in the loan; or
- (2) the person or entity markets, brokers, arranges, or facilitates the loan and holds the right, requirement, or first right of refusal to purchase loans, receivables, or interests in the loans; or
- (3) the totality of the circumstances indicate that the person or entity is the lender and the transaction is structured to evade the requirements of this Act.

Circumstances that weigh in favor of a person or entity being a lender include, without limitation, where the person or entity:

- (i) indemnifies, insures, or protects an exempt person or entity for any costs or risks related to the loan;
- (ii) predominantly designs, controls, or operates the loan program; or
- (iii) purports to act as an agent, service provider, or in another capacity for an

exempt entity while acting directly as a lender in other states.

59. In addition:

a. The Consumer Installment Loan Act provides, at 205 ILCS 670/20(d), that if any person who does not have a license issued under this 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.”

b. The Payday Loan Reform Act provides, at 815 ILCS 122/4-10(h), that “if a lender who does not have a license issued under this 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.”

c. The Consumer Installment Loan Act makes it a felony to engage in the business of making loans covered by the Act without a license. (205 ILCS 670/20(a))

60. Finally, the Illinois 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.

61. All of the loans made by Anong LLC d/b/a AvailBlue were, on information and belief, made at more than 36%; indeed, at rates exceeding 450%.

62. Consumers may not waive the protections of these Illinois laws by contract:

a. The Predatory Loan Prevention Act provides (815 ILCS 123/15-10-25): “No waivers. There shall be no waiver of any provision of this Act.”

b. The Payday Loan Reform Act provides (815 ILCS 122/4-40) that there shall be no waiver of any provision of this Act.

c. 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*, 237 F.Supp.3d 130, 149-50 (S.D.N.Y. 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). A criminal law may not “be bypassed by the mere existence of a choice of law provision contained in a contract.” *Electrical & Magneto Serv. Co. v. AMBAC Int’l Corp.*, 941 F.2d 660, 663 (8th Cir. 1991).

63. All such loans are made for personal, family or household purposes. Businesses do not borrow money at over 450% interest.

64. Even the most cursory inquiry into the legality of collecting 450%+ loans made to Illinois residents over the Internet would have disclosed to Defendants that they were violating the law.

65. The Illinois Department of Financial and Professional Regulation has repeatedly brought cases against unlicensed out of state lenders that make loans covered by the Consumer Installment Loan Act or Payday Loan Reform Act 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/Dai/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

66. 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.

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

68. 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.

69. 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.

Sovereign Immunity as a Defense to State Usury Laws

70. 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).

71. 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*, 629 F.3d at 1183, 1187-88.

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

73. 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.

74. 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.

75. 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”).

76. 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).

Origin of the LDF Tribe’s Payday Lending Operations

77. An article published in the LDF Tribe’s newsletter, *Innawin*, 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.” (Appendix L)

78. 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.

79. 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.

80. The LDF Tribe received between one and three percent of revenues from each of these lenders in exchange for the use of their name.

81. Loan approval was made by the non-tribal owners of Anong LLC d/b/a AvailBlue. Electronic documents were transmitted to a 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 the tribe has no access, and the loans are serviced and collected by nontribal entities off the LDF Tribe’s reservation.

82. Brent McFarland, the LDF Tribe’s director of business development, told the Milwaukee Journal Sentinel that “we’re looking for ways to leverage (the tribe’s) sovereignty” for profit. Cary Spivak, “Lac du Flambeau Cheppewa enter payday loan business with eye to online gambling,” Milwaukee Journal Sentinel, Dec. 29, 2013, <http://archive.jsonline.com/business/lac-du-flambeau-chippewa-enter-payday-loan-business-with-eye-to-online-gambling-b99164952zl-237906421.html>. (Appendix M)

Loan to Plaintiff

83. On November 3-4, 2021, “Anong LLC d/b/a AvailBlue” made a loan to Plaintiff Tyanna Qualls at a disclosed annual percentage rate of 664.77%. (Appendix K)

84. The loan was made for personal purposes.

85. Appendix K is a form document.
86. The principal amount was transferred to Plaintiff's bank account in Illinois via ACH.
87. The loan was made entirely via Internet.
88. The loan was to be repaid via ACH.
89. On or about November 19, 2021, an ACH payment was taken from Plaintiff's account.
90. Plaintiff cancelled the ACH debit authorization.
91. Plaintiff was required to pay over \$30 to cancel the ACH debit.
92. Plaintiff, by counsel, thereupon notified AvailBlue that she was cancelling any ACH authorization or wage assignment.
93. Defendant Gwynne, using the email address rick@availblue.com, responded that "We need a POA signed by Tyanna Qualls before we can release or communicate any information."
94. On information and belief, Gwynne is in charge of collecting the illegal loans.
95. Anong LLC d/b/a AvailBlue's lending does not actually occur on the Tribe's reservation.
96. A significant majority of the transaction occurs within the State of Illinois – applying for the loan and receiving and collecting the funds.
97. The place where a consumer is located when he or she submits an application via an online portal with a Native American tribe determines where the transaction takes place for jurisdictional purposes. *California v. Iipay Nation of Santa Ysabel*, 898 F.3d 960, 968 (9th Cir. 2018) ("However, the patrons' act of placing a bet or wager on a game of DRB while located in California constitutes gaming activity that is not located on Indian lands, violates the UIGEA, and is not protected by IGRA.").
98. Plaintiff has never set foot on the Tribe's land in Wisconsin.
99. Loans to Illinois residents made in the same manner as the loan to Ms. Qualls are governed by the laws of the State of Illinois.

100. Defendant Lorenzo is responsible for orchestrating the lending scheme pursuant to which Anong LLC d/b/a AvailBlue lent money to Plaintiff and other Illinois residents.

COUNT I – ILLINOIS CONSUMER FRAUD ACT AND ILLINOIS PREDATORY LOAN PREVENTION ACT – DECLARATORY AND INJUNCTIVE RELIEF

101. Plaintiff incorporates paragraphs 1-100.

102. Defendants violated the Predatory Loan Prevention Act by making loans to Illinois residents at over 36% interest.

103. Violations of the Predatory Loan Prevention Act are violations of the Illinois Consumer Fraud Act. (815 ILCS 123/15-10-5)

104. Defendants also engaged in unfair and deceptive practices, in violation of 815 ILCS 505/2, by:

- a. Making loans in violation of Illinois criminal statutes; and
- b. Representing that such loans were enforceable.

105. All loans made by Defendants to Illinois residents are void.

106. A declaratory judgment so providing is necessary and appropriate. *Tepper v. Cnty. of Lake*, 233 Ill. App. 3d 80, 598 N.E.2d 361 (2d Dist. 1992)

107. Injunctive relief against any attempt to collect the debt is necessary and appropriate. *Davis v. Bank of Am., N.A.*, 20cv4816, 2021 U.S. Dist. LEXIS 13240, 2021 WL 243572 (N.D.Ill., Jan. 25, 2021).

CLASS ALLEGATIONS

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

109. The class consists of (a) all individuals with Illinois addresses (b) to whom Defendants made loans at more than 36% interest (c) which loans are still outstanding or have been outstanding at any time during the 3 years prior to the filing of this action.

110. Similar classes have been certified in a number of prior cases. *Jones v. National*

Credit Adjusters, 10cv8027 (N.D.Ill.) (Gilbert, M.J.) (class settlement); *Couser v. National Credit Adjusters*, 1:12-cv-07593-JSR and 1:13-cv-02542-JSR (S.D.N.Y.) (class settlement); *Paxton v. National Credit Adjusters*, 12cv6499 (N.D.Ill.) (Durkin, J., and Holderman, J.) (class settlement); *Jones v. Vohwinkel*, 10cv7954 (N.D.Ill.) (Manning, J.) (class settlement). See also *Madden v. Midland Funding, LLC*, 237 F.Supp.3d 130 (S.D.N.Y. 2017).

111. The class is so numerous that joinder of all members is not practicable. On information and belief, based on Defendants' use of the Internet to make loans to Illinois residents, there are at least 40 class members.

112. 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 question is whether Defendants make illegal loans.

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

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

115. 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. Indeed, no one would pay a void loan except through fraud or duress.

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

- i. A declaration that the loans made by Defendants to Plaintiff and the class are unenforceable;
- ii. Attorneys' fees, litigation expenses and costs of suit (815 ILCS 505/10a); and

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

COUNT II – USURY

116. Plaintiff incorporates paragraphs 1-100.

117. Defendants violated the Illinois Interest Act, 815 ILCS 205/4, by making and collecting loans to Illinois residents at over 9% interest.

118. Defendants are subject to statutory damages of twice the interest contracted for or collected, under 815 ILCS 205/6. Ordinarily the principal amount of the loan is deducted, but here the principal is declared void.

CLASS ALLEGATIONS

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

120. The class consists of (a) all individuals with Illinois addresses (b) to whom Defendants made loans at more than 9% interest (c) which loans are still outstanding, or were outstanding on a date more than two years prior to the filing of this action.

121. Similar classes have been certified in a number of prior cases. *Jones v. National Credit Adjusters*, 10cv8027 (N.D.Ill.) (Gilbert, M.J.) (class settlement); *Couser v. National Credit Adjusters*, 1:12-cv-07593-JSR and 1:13-cv-02542-JSR (S.D.N.Y.) (class settlement); *Paxton v. National Credit Adjusters*, 12cv6499 (N.D.Ill.) (Durkin, J., and Holderman, J.) (class settlement); *Jones v. Vohwinkel*, 10cv7954 (N.D.Ill.) (Manning, J.) (class settlement). See also *Madden v. Midland Funding, LLC*, 237 F.Supp.3d 130 (S.D.N.Y. 2017).

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126. 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. Indeed, no one would pay a void loan except through fraud or duress.

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

- i. Damages of twice the interest contracted for or collected;
- ii. Attorneys' fees, litigation expenses and costs of suit (815 ILCS 205/6); and
- iii. Such other and further relief as the Court deems proper.

COUNT III – RICO

127. Plaintiff incorporates paragraphs 1-100.

128. This claim is against Defendants Jessi Lee Phillips Lorenzo, LDF Holdings, LLC, Koetting, Mainspring Management LLC, and Gwynne.

129. All loans made in the name of AvailBlue 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%).

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

131. AvailBlue is an enterprise affecting interstate commerce, in that it is located outside of Illinois and makes loans to Illinois residents via the Internet.

132. Defendants Jessi Lee Phillips Lorenzo, LDF Holdings, LLC, Koetting, Mainspring Management, and Gwynne are associated with AvailBlue, as set forth above, in that they direct and control its lending and collection activities.

133. Defendants conducted or participated in the conduct of the affairs of AvailBlue through a pattern of collection of unlawful debt, as set forth above, in violation of 18 U.S.C. §1962(c).

134. Plaintiff suffered loss of money as a result.

CLASS ALLEGATIONS

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

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

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

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

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

140. Plaintiff's claim is typical of the claims of the class members. All are based on the

same factual and legal theories.

141. 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 IV – RICO

142. Plaintiff incorporates paragraphs 1-100.

143. This claim is against Jessi Lee Phillips Lorenzo, Koetting, Mainspring Management LLC, and Gwynne.

144. All loans made in the name of AvailBlue 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%).

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

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

147. 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.

148. Defendants Jessi Lee Phillips Lorenzo, Koetting, Mainspring Management LLC, and Gwynne are associated with the enterprise, in that they direct and control its lending and collection activities.

149. Defendants Jessi Lee Phillips Lorenzo, Koetting, Mainspring Management LLC,

and Gwynne 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).

150. Plaintiff suffered loss of money as a result.

CLASS ALLEGATIONS

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

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

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

154. 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 AvailBlue 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.

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

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

157. 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.

s/Daniel A. Edelman
Daniel A. Edelman

Daniel A. Edelman
Tara L. Goodwin
Matthew J. Goldstein
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
Atty. No. 41106

LIST OF APPENDICES

- A Wisconsin corporation information for LDF Holdings, LLC
- B Material from LDF Holdings website
- C LinkedIn profile of Jessi Lee Phillips Lorenzo
- D Website registration for www.availblue.com
- E Location of server hosting www.availblue.com
- F Material from LDF Holdings, LLC website
- G Company profile for AvailBlue
- H Online information for Mark Koetting
- I Kansas Secretary of State information for Mainspring Management LLC
- J LinkedIn profile for Rick A. Gwynne II
- K Plaintiff's loan agreement
- L Article published in the LDF Tribe's newsletter, *Imvewin*, in July 2013
- M Cary Spivak, "Lac du Flambeau Cheppewa enter payday loan business with eye to online gambling," Milwaukee Journal Sentinel, Dec. 29, 2013, <http://archive.jsonline.com/business/lac-du-flambeau-chippewa-enter-payday-loan-business-with-eye-to-online-gambling-b99164952zl-237906421.html>.

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
**EDELMAN COMBS LATTURNER
& GOODWIN, LLC**
20 S. Clark St., Suite 1500
Chicago, IL 60603
(312) 739-4200
(312) 739-0379 (FAX)

DOCUMENT PRESERVATION DEMAND

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

/s/ Daniel A. Edelman
Daniel A. Edelman

APPENDIX A

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 11/10/2021 4:39 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
2021	000	0000	online	database
2020	000	0000	online	database
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

11/10/21, 4:42 PM

LDF HOLDINGS LLC (L050343)

2013	000	0000	online	database
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[File an Annual Report](#) - [Order a Document Copy](#)**Certificates of
Newly-elected
Officers/Directors**

None

Old Names

None

Chronology

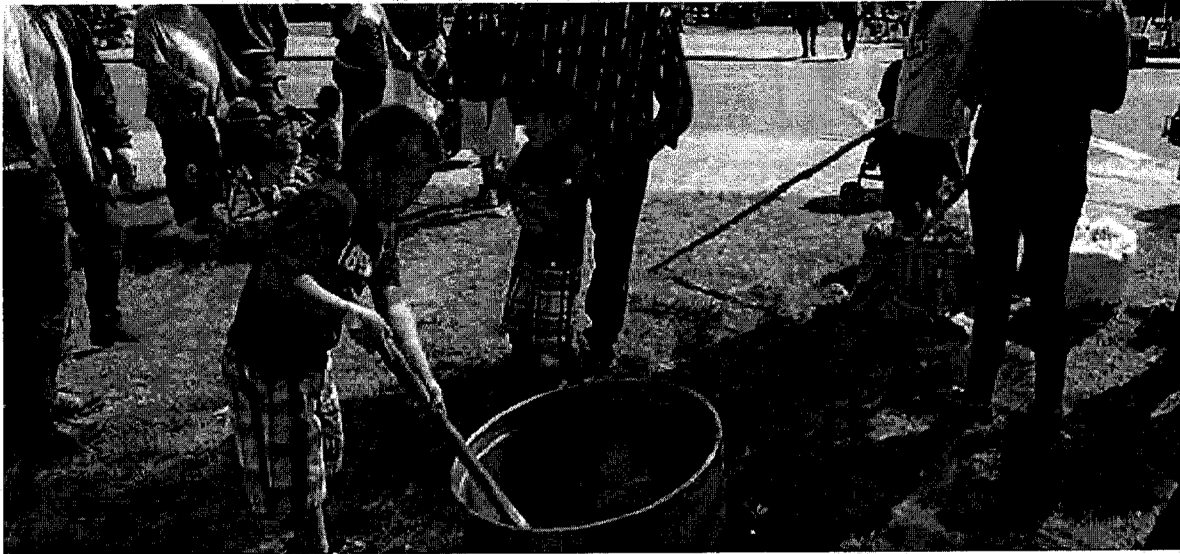
Effective Date	Transaction	Filed Date	Description
02/17/2012	Organized	02/17/2012	E-Form

[Order a Document Copy](#)

APPENDIX B

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](#)
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SERVICES

[TLE Services](#)
[Testimonials](#)



Lac du Flambeau Tribe
of Wisconsin, Inc. and its subsidiaries



About LDF Holdings

TLE Services

Find A Lender

Holdings Hints

Contact Us



Our Offer

Our Offer:

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

Our Commitment

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

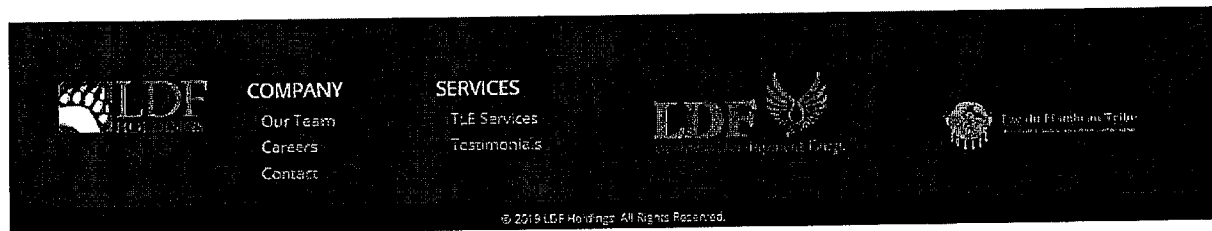
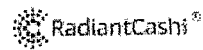
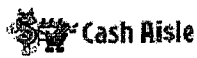
Our Affiliations

Proud Members of:



ldf-holdings.com/

Our Portfolios





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 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 Chieftan, 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 grow our services.



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 Descendant. 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.

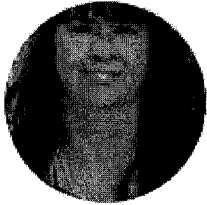
Outside of work, Crystal enjoys biking with her family, walks and river tubing.



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

View Our Employee Spotlights



COMPANY

[Our Team](#)
[Careers](#)
[Contact](#)

SERVICES

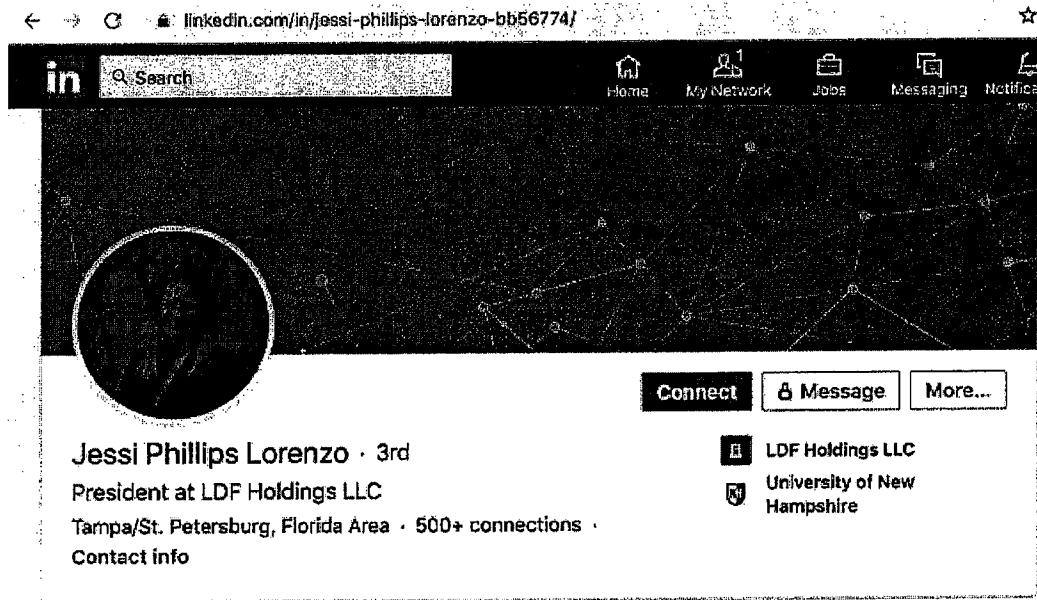
[TLE Services](#)
[Testimonials](#)



Lac du Flambeau Tribe
Sic ille regit, qui regit, sic ille regit

APPENDIX C

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



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

APPENDIX D



Enter Domain or IP

WHOIS

DOMAINS

WEBSITE

CLOUD

HOSTING

SERVERS

EMAIL

SECURITY

WHOIS

SUPPORT

LOGIN

0

availblue.com

Updated 1 second ago ↻

Interested in similar domains?

Domain Information

Domain: availblue.com

Registrar: GoDaddy.com, LLC

Registered On: 2017-07-03

Expires On: 2022-07-03

Updated On: 2021-07-04

Status: clientDeleteProhibited
clientRenewProhibited
clientTransferProhibited
clientUpdateProhibited

Name Servers: ns1.plmsserver.com
ns2.plmsserver.com

[availred.com](#) Buy Now

[availwhite.com](#) Buy Now

[getavailblue.com](#) Buy Now

[availpurple.com](#) Buy Now

[availred.net](#) Buy Now

[availwhite.net](#) Buy Now

Registrant Contact

Organization: LDF Holdings LLC

State: Wisconsin

Country: US

Email: Select Contact Domain Holder link at
<https://www.godaddy.com/whois/results.aspx?domain=availblue.com>

.space

\$24.88 \$0.88

BUY NOW

*Offer ends 30th November 2021.

On Sale!

.LIVE

.LIVE @ \$3.28 ~~\$28.88~~

Administrative Contact

Email: Select Contact Domain Holder link at
<https://www.godaddy.com/whois/results.aspx?domain=availblue.com>

Technical Contact

Email: Select Contact Domain Holder link at
<https://www.godaddy.com/whois/results.aspx?domain=availblue.com>

Raw Whois Data

Domain Name: availblue.com

Registry Domain ID: 2139714590_DOMAIN_COM-VRSN

Registrar WHOIS Server: whois.godaddy.com

Registrar URL: <http://www.godaddy.com>

Updated Date: 2020-06-29T21:47:17Z

Creation Date: 2017-07-03T15:30:42Z

Registrar Registration Expiration Date: 2022-07-03T15:30:42Z

Introducing

WORDPRESS HOSTING

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11/10/21, 4:25 PM

Whois availblue.com

Registrar: GoDaddy.com, LLC
 Registrar IANA ID: 146
 Registrar Abuse Contact Email: abuse@godaddy.com
 Registrar Abuse Contact Phone: +1.4806242505
 Domain Status: clientTransferProhibited <https://icann.org/epp#clientTransferProhibited>
 Domain Status: clientUpdateProhibited <https://icann.org/epp#clientUpdateProhibited>
 Domain Status: clientRenewProhibited <https://icann.org/epp#clientRenewProhibited>
 Domain Status: clientDeleteProhibited <https://icann.org/epp#clientDeleteProhibited>
 Registrant Organization: LDF Holdings LLC
 Registrant State/Province: Wisconsin
 Registrant Country: US
 Registrant Email: Select Contact Domain Holder link at <https://www.godaddy.com/whois>
 Tech Email: Select Contact Domain Holder link at <https://www.godaddy.com/whois/resu>
 Admin Email: Select Contact Domain Holder link at <https://www.godaddy.com/whois/resu>
 Name Server: NS1.PLMSEVER.COM
 Name Server: NS2.PLMSEVER.COM
 DNSSEC: unsigned
 URL of the ICANN WHOIS Data Problem Reporting System: <http://wdprs.internic.net/>
 >>> Last update of WHOIS database: 2021-11-10T22:21:54Z <<<
 For more information on Whois status codes, please visit <https://icann.org/epp>

TERMS OF USE: The data contained in this registrar's Whois database, while believed registrar to be reliable, is provided "as is" with no guarantee or warranties regar accuracy. This information is provided for the sole purpose of assisting you in obt information about domain name registration records. Any use of this data for any ot is expressly forbidden without the prior written permission of this registrar. By s an inquiry, you agree to these terms and limitations of warranty. In particular, yo to use this data to allow, enable, or otherwise support the dissemination or collec data, in part or in its entirety, for any purpose, such as transmission by e-mail, postal mail, facsimile or other means of mass unsolicited, commercial advertising o of any kind, including spam. You further agree not to use this data to enable high or robotic electronic processes designed to collect or compile this data for any pu mining this data for your own personal or commercial purposes. Failure to comply wi may result in termination of access to the Whois database. These terms may be subje at any time without notice.

related domain names

godaddy.com icann.org plmserver.com internic.net



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Transfer Domain Name

View Domain Pricing

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Name Suggestion Tool

Free with Every Domain

Domain Offers

Hosting & Products

Linux Hosting

Windows Hosting

WordPress Hosting

Linux Reseller Hosting

Windows Reseller Hosting

Dedicated Servers

Cloud Hosting

Website Builder

Business Email

Enterprise Email

Google Workspace

SSL Certificates

Infrastructure

Datacenter Details

Hosting Security

24 x 7 Servers Monitoring

Backup and Recovery

Support

View Knowledge Base

Contact Support

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About Whois

11/10/21, 4:25 PM

Whois availblue.com

Sitelock

CodeGuard

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APPENDIX E



Signup



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WEB

TOOLS

BLOG

FORUMS

IP TRACKER BETA

MY IP

HIDE IP

CHANGE IP

API

VPN

PROXY

DDOS

PASSWORD

Where is Geolocation of an IP Address?

Amazon Fresh

Amazon Fresh Store Now

Use Amazon Dash cart or Am
app for contactless payment.

Store info

Dire

Geolocation for IP **184.172.11.134**

Hide IP with VPN

IP Location Finder

IPv4, IPv6 or Domain Name

IP Lookup

Here are the results from a few Geolocation providers. Is the data shown below not accurate enough? Please read geolocation accuracy info to learn why.


Do you have a problem with IP location lookup? Report a problem.

Geolocation data from IP2Location (Product: DB6, updated on 2021-11-1)


IP Address	Country	Region	City
184.172.11.134	United States of America 	Texas	Dallas
ISP	Organization	Latitude	Longitude

IP Address	Country	Region	City
SoftLayer Technologies Inc.	Not Available	32.9395	-96.8387

Geolocation data from ipinfo.io (Product: API, real-time)

IP Address	Country	Region	City
184.172.11.134	United States 	Texas	Dallas
ISP	Organization	Latitude	Longitude
SoftLayer Technologies Inc.	SoftLayer (ibm.com)	32.7831	-96.8067


Geolocation data from DB-IP (Product: Full, 2021-11-1)

IP Address	Country	Region	City
184.172.11.134	United States 	Texas	Dallas
ISP	Organization	Latitude	Longitude
SoftLayer	SoftLayer	32.9339	-96.828

Geolocation data from IPRegistry.co (Product: API, real-time)

IP Address	Country	Region	City
184.172.11.134	United States ^{us}	Texas	Dallas
ISP	Organization	Latitude	Longitude
SoftLayer Technologies Inc.	SoftLayer Technologies Inc.	32.78161	-96.80544

Geolocation data from IPGeolocation.io (Product: API, real-time)

IP Address	Country	Region	City
184.172.11.134	United States 	Texas	Dallas
ISP	Organization	Latitude	Longitude
SoftLayer Technologies Inc.	SoftLayer Technologies Inc.	32.86051	-96.90010

Geolocation data from IPapi.co (Product: API, real-time)

IP Address	Country	Region	City
184.172.11.134	United States	Texas	Dallas

11/11/21, 9:51 AM


IP Location Finder - Geolocation

IP Address	Country	Region	City
ISP	Organization	Latitude	Longitude
SOFTLAYER	SOFTLAYER	32.7767	-96.805

Geolocation data from IPAPI (Product: API, real-time)

IP Address	Country	Region	City
184.172.11.134	United States ^{us}	Texas	Dallas
ISP	Organization	Latitude	Longitude
Softlayer Technologies Inc.	Not Available	32.805431365967	-96.814231872559

Geolocation data from ipdata.co (Product: API, real-time)

IP Address	Country	Region	City
184.172.11.134	United States 	Texas	Dallas
ISP	Organization	Latitude	Longitude
SoftLayer Technologies Inc.	Not Available	32.7767	-96.805

Would you like to help us improve ip-to-location data by providing your feedback?

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10
SECONDS

ARE YOU AS TECH SAVVY AS YOU
THINK?

x

| **"Outstanding"** |

© 2021 IP
Location Finder



IP-Based Geolocation Accuracy

The Geolocation lookup tool provided on this page is an estimate of where the IP address may be located. The data come from a few IP-Based Geolocation providers, and their accuracy varies depending on how quickly they update their database when changes occur. Since many Internet users are getting their dynamic IP address from their ISP, and most ISPs serve their customers in multiple regions causing Geolocation lookup to be accurate to the region they serve. For example, AT&T in the United States serve their customers in entire USA and the accuracy may be limited to the Country level. Other ISPs may be serving smaller areas, and some ISPs create subnetworks to serve their customers in smaller regions. For this reason, the IP-based Geolocation will be about 99% accurate at the country level while the accuracy of State and City may be at much less accurate level somewhere around 50% range.

For more information about Geolocation Accuracy, please read [How accurate is IP-based Geolocation lookup?](#)

Related Articles

- [What is an IP Address?](#)
- [My IP Address is Hacked. What can I do?](#)
- [What is the difference between static and dynamic IP Address?](#)
- [What is the difference between public and private IP Address?](#)

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APPENDIX F



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[holdings.com/home/](https://ldf-holdings.com/home/))

Please contact us for customer support.

email support@ldf-holdings.com

(<mailto:emailsupport@208.117.38.97>)

(844) 388-0500

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About Us (<https://ldf-holdings.com/about/>)

TLE Services (<https://ldf-holdings.com/tle-services/>)

Blog (<https://ldf-holdings.com/holdings-hints-fall/>)

Contact (<https://ldf-holdings.com/contact/>)

Careers (<https://ldf-holdings.com/careers/>)

Our Community

LDF Holdings owns and manages the entire online lending business. 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 products to our consumers. LDF Holdings is responsible for keeping up with the latest rules and regulations, ensuring our TLEs are operating in full compliance.

Please contact us for customer support.
 email support@ldf-holdings.com
 (mailto:emailsupport@208.117.38.97)
 (844) 388-0500



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TLE Services (<https://ldf-holdings.com/tle-services/>)

Blog (<https://ldf-holdings.com/holdings-hints-fall/>)

Contact (<https://ldf-holdings.com/contact/>)

Careers (<https://ldf-holdings.com/careers/>)
 (<https://ldf-holdings.com/home/>)

COMPANY

Careers (<https://ldf-holdings.com/careers/>)

Contact (<https://ldf-holdings.com/contact/>)

SERVICES (https://ldf-holdings.com/company_trashed/tle-services/?fl_builder)

TLE Services (<https://ldf-holdings.com/tle-services/>)

Testimonials (<https://ldf-holdings.com/testimonials/>)



11/11/21, 9:55 AM

About - LDF Holdings | Tribal Lending Entity & More



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email support@ldf-holdings.com

(mailto:emailsupport@208.117.38.97)

(844) 388-0500

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Blog (<https://ldf-holdings.com/holdings-hints-fall/>)

Contact (<https://ldf-holdings.com/contact/>)

Careers (<https://ldf-holdings.com/careers/>)

APPENDIX G



Sign Up

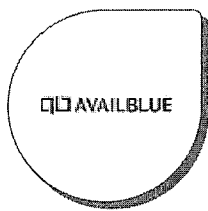
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Extension & instantly
connect with prospects**

Download Free

Homepage > Finance > Avail Blue



Company Name

Avail Blue

Main Industry

Finance

Website

www.availblue.com

Contact Information

Headquarters

PO Box 12, Lac du Flambeau, Wisconsin, 54538, United States

(888) 985-3171

Lac du Flambeau, Wisconsin Office

597 Peace Pipe Rd, Lac du Flambeau, Wisconsin, 54538, United States

(888) 985-3171

Avail Blue Profile and History

AvailBlue is a consumer lending company specializing in online installment loans. Unlike many other lending companies, we offer flexible payment options that empower our customers to better control their finances. As a direct lender, we provide immediate and secure service, no middle-men, and fast, friendly U.S.-based representatives. We value our customers and understand that customer loyalty is ...[Read More](#)

Popular Searches

Avail Blue

Revenue

\$4.9 M

Employees








22

Primary Industries


























Finance

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Avail Blue Executive Team & Key Decision Makers

Name & Title	Social	Contact Info	
 Ashley Windsor Director, Human Resources		 *****@availblue.com  (913) ***-****	 Visit Pr
 Rick Gwynne		 *****@availblue.com	 Visit Pr
Company Overview	Team Members	Technologies	Email Formats
		Faqs	

Recently Updated Team Members

Name & Title	Social	Contact Info	
 Tressia Sandel Manager, Training & Quality		 (913) ***-****	 Visit Pr
 Uriel Silva Loan Specialist		 *****@availblue.com	 Visit Pr
 Ashley Windsor Director, Human Resources		 *****@availblue.com  (913) ***-****	 Visit Pr
 Rick Gwynne Director of Recovery and Collections		 *****@availblue.com	 Visit Pr
 Mark Koetting Mainspring Management		 *****@availblue.com  (913) ***-****	 Visit Pr
 Devin Reynolds Lead Acquisition Analyst		 *****@availblue.com  (913) ***-****	 Visit Pr
 Laura Wilson Manager, Customer Service & Compliance		 *****@availblue.com  (816) ***-****	 Visit Pr

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Top Avail Blue Integrations and Technologies

Here's a list of some of the top trending technologies and APIs used by Avail Blue.

Frameworks and Libraries (2 Technologies)



jQuery
By jQuery



Bootstrap
By Twitter

Help Desk (2 Technologies)



Zendesk Web Widget
By Zendesk



Zendesk Help Desk
By Zendesk

Web Analytics (1 Technologies)



Google Global Site Tag
By Google

Show Me More Technologies ▾

Avail Blue Email Formats



Sign Up

Log in

Use Google

1	first.last initials	John.S@availblue.com	%
2	first	John@availblue.com	%
3	last.first initials	Smith.J@availblue.com	%
4	first.last	John.Smith@availblue.com	%
5	first + last	JohnSmith@availblue.com	%
6	first_last	John_Smith@availblue.com	%
7	last	Smith@availblue.com	%

Your Questions, Our Answers

What is Avail Blue revenue?

Avail Blue revenue is \$4.9 M

How many employees does Avail Blue have?

Avail Blue has 22 employees

Where is Avail Blue headquarters located?

Avail Blue headquarters are located in PO Box 12, Lac du Flambeau, Wisconsin, 54538, United States

What are Avail Blue's primary industries?

Avail Blue's main industries are: Finance

Get Free Access to Avail Blue Contacts Info

Start with Datanyze For Free!

Find your B2B customer within minutes using affordable, accurate contact data from Datanyze

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APPENDIX H



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 Extension & instantly
 connect with prospects**

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Homepage > Finance > Avail Blue > Mark Koetting



Mark Koetting
 Mainspring Management

AVAILBLUE Avail Blue

Connect with Mark Koetting, Now

Reveal the information hidden below for free

- +1 913 *** Phone (Direct)
- +1 913 *** Phone (Mobile)
- (888) 985-3171 Phone (HQ)
- *****@availblue.com Email
- PO Box 12, Lac du Flambeau, Wisconsin, 54538, United States Office Address (HQ)



Reveal for Free

Work Biography for Mark Koetting, Avail Blue

Mark Koetting works as a Mainspring Management at Avail Blue, which is a Finance company with an estimated 22 employees., their management level is Manager. Mark is currently based in United States.

Quickly connect with Mark before someone else does!

Mark's Workplace



Avail Blue

AvailBlue is a consumer lending company specializing in online installment loans. Unlike many other lending companies, we offer flexible payment options that empower our customers to better control their finances. As a direct lender, we provide immediate and secure service, no middle-men, and fast, ...Read More

Headquarters: PO Box 12, Lac du Flambeau, Wisconsin, 54538, United States

Employees: 22

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Ice Breakers

Warm up a cold prospect with Datanyze ice breakers













Insights to Break the Ice

In your first interaction

- ★ Mark is located in United States
- ★ Mark has been Mainspring Management in Avail Blue for 6 months

Recommended Leads

Based on Mark Koetting's profile and your recent activity, these leads picked for you

Name & Title	Contact Info	
 Ashley Windsor Director, Human Resources	 *****@availblue.c...  +1 913 *****	Visit Profile
 Rick Gwynne Director of Recovery and Collections	 *****@availblue.c...	Visit Profile
 Chris Singleton Manager, Operations	 *****@availblue.c...	Visit Profile
 Ashley Goldberg Manager, Human Resources	 *****@availblue.c...  +1 913 ***** ext. *****	Visit Profile
 Tressia Sandel Manager, Training & Quality	 +1 913 ***** ext. *****	Visit Profile

[Sign Up](#)[Log in](#)

Manager, Customer Service & Compliance

[Visit Profile](#)

Norvel Crawford
Supervisor, Business

[✉ *****@availblue.c...](#)[Visit Profile](#)

Angel Moses
Loan Specialist

[Visit Profile](#)

Frequently Asked Questions about Mark Koetting

What company does Mark Koetting work for?

Mark Koetting works for Avail Blue

What is Mark Koetting's title in Avail Blue?

Mark Koetting's title in Avail Blue is Mainspring Management

Where is Mark Koetting located?

Mark's company headquarters are in Lac du Flambeau, Wisconsin

What is Mark Koetting's headquarters phone number?

Mark Koetting's headquarters phone number is (888) 985-3171

Get Free Access to Mark's Contact Info

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APPENDIX I

Limited Liability Company Annual Report



1. LLC Name: MAINSPRING MANAGEMENT LLC
2. Business Entity ID No.: 5373998
3. Tax Closing Date: December 2020
4. State of Organization: DE
5. Official Mailing Address:
MARK KOETTING, 10561 BARKELY STREET, STE.
520 , OVERLAND PARK KS 66212

Electronic File Stamp
Information

Filed

- Date: 01/27/2021
- Time:
05:28:22 PM

6. Members who own 5% or more of capital (Kansas LLCs only):

Federal Employer Identification Number (FEIN): 82-2351452

"I declare under penalty of perjury pursuant to the laws of the state of Kansas that the foregoing is true and correct."

Executed on January 27, 2021

Signature of Authorized Person: Mark Koetting

KANSAS SECRETARY OF STATE
NON-CERTIFIED WEB COPY
11/11/2021 4:38:25 PM

Please
Do Not
Staple**FA****KANSAS SECRET
Application for
Foreign Cover**Memorial Hall, 1st Floor
120 S.W. 10th Avenue
Topeka, KS 66612-15944762 02
054 001
\$85.00FILED BY KS SOS
07-20-2020
04:28:33 PM
FILE#: 53739984762 01
051 010
\$165.00FILED BY KS SOS
07-20-2020
04:28:29 PM
FILE#: 5373998

05712305

All information on the application for registration must be complete and accompanied by the correct filing fee or the document will not be accepted for filing. A certificate of existence or good standing from the home state must accompany the application.

**Choose type of covered
entity:**☐ **Corporation for profit**
(fee \$115) 51-03☐ **Series limited liability company**
(fee \$250) 51-33
(Statement 11a applies)☐ **Corporation not for profit**
(fee \$115) 51-17☐ **Limited partnership**
(fee \$165) 51-06☒ **Limited liability company**
(fee \$165) 51-10☐ **Limited liability partnership**
(fee \$165) 51-16
(Statement 11b applies)**1. Name of covered entity:**Must *exactly* match name on
certificate.

Mainspring Management LLC

**2. State or foreign country
of origin:**

DE

**3. Date of formation in
home state:**Month
07Day
28Year
2017

4. Include a statement (certificate of good standing/existence*) issued within 90 days of the application by the proper officer of the jurisdiction where such foreign entity is organized (usually the Secretary of State or comparable agency) that the entity exists in good standing under the laws of the jurisdiction of its organization.

* Click here to see each state/jurisdiction's certificate and issuing agency.

**5. Date the covered entity
began doing business
in Kansas if different
than the filing date:**Month
01Day
01Year
2018See FA-I #5 for additional filings and fees that
may be due.**6. Name of resident
agent and address of
registered office in
Kansas:**Must be a Kansas street
address. A P.O. Box is
unacceptable.

Name

Mark Koetting

Street Address

10561 Barkley Street, Ste. 520

City

Overland Park

State

KS

Zip

66212

7. Mailing address:

Address will be used to send official mail from the Secretary of State's office

Attention Name

Mark Koetting

Address

10561 Barkely Street, Ste. 520

City

Overland Park

State

KS

Zip

66212

Country

USA

8. Fiscal year end:

December 31st

9. Full nature and character of business to be conducted in Kansas:

Call Center

10. The foreign covered entity hereby consents, without power of revocation, that actions may be commenced against it in the proper court of any county in the state of Kansas; and the foreign covered entity stipulates and agrees that such service shall be taken and held in all courts to be valid and binding as if due service had been made upon the authorized persons of the foreign covered entity.

11a. This statement applies to foreign series limited liability companies only, and applies only if the series limited liability company is chosen as type of covered entity.

The operating agreement for this LLC provides for the establishment of one or more series. When the company has filed a certificate of designation for each series, which is to have limited liability, the debts, liabilities, and obligations incurred, contracted for, or otherwise existing with respect to a particular series of the limited liability company are enforceable against the assets of such series only, and not against the assets of the limited liability company generally or any other series thereof, and none of the debts, liabilities, obligations, and expenses incurred, contracted for, or otherwise existing with respect to the limited liability company generally or any other series thereof shall be enforceable against the assets of such a series.

11b. This statement applies to foreign limited liability partnerships only, and applies only if the foreign limited liability partnership is chosen as type of covered entity.

The above-named partnership elects to be a foreign limited liability partnership.

12. I declare under penalty of perjury pursuant to the laws of the state of Kansas that the foregoing is true and correct.

Signature of Authorized Person

Name of Signor (Printed or Typed)

Mark Koetting

APPENDIX J

12/6/21, 12:55 PM

Rick A. Gwynne II - Director of Recovery & Collections - Mainspring Management LLC | LinkedIn



Rick A. Gwynne II



...

Rick A. Gwynne II

Director of Recovery & Collections at Mainspring Management LLC

Kansas City Metropolitan Area · 118 connections

Join to Connect



Mainspring Management LLC



The University of Kansas

About

Experience



Director of Recovery & Collections

Mainspring Management LLC

Feb 2021 - Present · 11 months

Overland Park, Kansas, United States



Operations / Collections Manager

Pioneer Services / MidCountry Bank

<https://www.linkedin.com/in/rick-a-gwynne-ii-4695459>



Rick A. Gwynne II



- Managed corporate call center operations while promoting a unique and rewarding company culture where I was accountable for the professional success of a diverse workforce which led to record goal achievement on an annual and monthly basis. \$20mm annual revenue / <4% delinquency monthly / \$150m portfolio. Most importantly, responsible for team member development to empower their ownership for the success of the company.
- Directed department with team of managers overseeing team leads...

Show more ▾

**Operations/Collections Manager / New Business Manager**

Instant Auto Sales / Upper Lake Processing

Jun 2013 - Dec 2014 · 1 year 7 months

Lees Summit, Missouri, United States / Overland Park, Kansas, United States

- Managed small collections team specializing in repayment of car loans and repossessions

UL - New Business Manager overseeing online loan processing and acceptance - managing up to 24 agents

**Credit Collections Supervisor**

Alliance Data

Oct 2011 - Jun 2013 · 1 year 9 months

Lenexa, Kansas, United States

- Managed 15-20 associates in Private Label collections while cultivating relationships, measurably changing customer behavior and growing the business for clients through data-driven loyalty and marketing solutions.
- Delivered sound results using leadership skills and company best practices to achieve and maintain challenging goals and expectations thru the use of project and portfolio management, commitment to superior customer care and satisfaction and initiative-driven risk taking...

Show more ▾

**Collections Manager**

Wells Fargo

12/6/21, 12:55 PM

Rick A. Gwynne II - Director of Recovery & Collections - Mainspring Management LLC | LinkedIn

Jul 2002 - Jul 2008 · 6 years 1 month

Kansas City, Missouri, United States

- Responsible for managing and training staff of up to 100+ employees to increase team member performance and productivity, provided effective leadership by way of influence and impact, coached supervisors on strategic planning and project management during team and 1:1 meetings. Evaluated and analyzed attendance behaviors and conducted candidate interviewing, hiring and retention practices in line with company policies.

- Created new hire training modules and interactive training that the

Education

APPENDIX K

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

Loan # [REDACTED]

Agreement Date: 11/3/2021 Effective Date: 11/04/2021	Loan #: [REDACTED] Loan Type:
Anong LLC d/b/a Avail Blue P.O. Box 12 Lac Du Flambeau, WI 54538 Phone: 888-985-3171	Name: TYANNA QUALLS Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip: [REDACTED] Phone: [REDACTED] Email Address: [REDACTED]

In this Agreement ("Agreement") the words "we," "us" and "our" mean Anong LLC d/b/a Avail Blue, 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 8AM and 5PM CST.

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.

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.
664.77%	\$1575.00	\$500.00	\$2,075.00

Your Payment Schedule will be:

Number of Payments	Amount of Payment	When Each Payment is Due
1	\$175.00	11/23/2021
2	\$167.50	12/08/2021
3	\$160.00	12/23/2021
4	\$152.50	01/07/2022
5	\$145.00	01/21/2022
6	\$137.50	02/08/2022
7	\$130.00	02/23/2022
8	\$122.50	03/08/2022
9	\$115.00	03/23/2022
10	\$107.50	04/08/2022
11	\$100.00	04/22/2022
12	\$92.50	05/06/2022
13	\$85.00	05/23/2022
14	\$77.50	06/08/2022
15	\$70.00	06/23/2022
16	\$62.50	07/08/2022

17	\$55.00	07/22/2022
18	\$47.50	08/08/2022
19	\$40.00	08/23/2022
20	\$32.50	09/08/2022

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.

NONSUFFICIENT FUNDS FEE (NSF FEE). You agree to pay \$25 if an item in payment of what you owe is returned unpaid or the Bank for any reason rejects an ACH debit entry, the authorization for which was not properly revoked by you. You understand and agree that your bank may also charge you a fee for the presentation of an instrument for payment for which there are insufficient funds available to pay such instrument.

Late Charge: If a payment is 30 days 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 schedule date, and prepayment refunds and 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 MAY BE 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 888-985-3171.

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 888-985-3171 or emailing us at customer@availblue.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-Friday 8:00AM-5:00PM CST. 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 reinitiate 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 888-985-3171 or emailing us at customercare@availblue.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 DEBIT CARD: If you elect to pay by debit card, you agree that we may initiate debit entries to your debit card on each scheduled payment date or thereafter for the scheduled amount, or any lesser amount you owe, in three (3) instances: 1) if we cannot process your authorized ACH debits for any reason other than your revocation of ACH authorization, 2) if you specifically authorize that we debit your debit card identified in this Agreement, or 3) if you default on a payment.

You authorize us to initiate a separate debit to your debit card for any applicable NSF, Late or Refused Instrument Charge fees set forth in this Agreement. If the debit entries are dishonored, you authorize us to initiate separate debit entries to your debit card for the dishonored amount and any late fees or NSF fees.

You may revoke this authorization by contacting customer service at 888-985-3171 or emailing us at customercare@availblue.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 debit card processing rather than providing you with a notice of transfer for each varying amount. The 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.

The debit card information you provided is:

Debit Card Number:

Expiration Date:

[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 888-985-3171 or email us at customercare@availblue.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 P.O. Box 12, Lac Du Flambeau, WI 54538. All mailed payments must reach us by 4:00 pm Central Time on or before 3 business days 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 888-985-3171 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.

NONSUFFICIENT FUNDS FEE (NSF FEE). You agree to pay \$25 if an item in payment of what you owe is returned unpaid or the Bank for any reason rejects an ACH debit entry, the authorization for which was not properly revoked by you. You understand and agree that your bank may also charge you a fee for the presentation of an instrument for payment for which there are insufficient funds available to pay such instrument.

LATE CHARGE: You agree to pay a late charge of \$30 if a payment is 30 days 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 \$30. 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 Agreement, without cost or finance charges, no later than 3:00 p.m. CST Time 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 customercare@availblue.com or by fax at , 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 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 888-985-3171 or at 1-844-388-0500.

DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION

DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION for Anong LLC d/b/a Avail Blue	Loan #: [REDACTED]
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 Anong LLC d/b/a Avail Blue 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").

Bank Name:	[REDACTED]
Transit ABA Number:	[REDACTED]
Deposit Account Number:	[REDACTED]

We will make these disbursement credits by Automated Clearing House (ACH) entries, unless you have requested Expedited Funding Service via wire transfer.

BY TYPING YOUR NAME AND CLICKING THE "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]** *BY SIGNING THIS AUTHORIZATION, I agree that Anong LLC d/b/a Avail Blue and its successors and assigns may initiate an ACH credit disbursement to my Bank Account.*

PAYMENT CHOICE AUTHORIZATION**Your Payment Choice Authorization (check applicable box)**

<p><input checked="" type="checkbox"/> Automatic Payment from Your Bank Account.</p> <p>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.</p> <p>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].</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p><input type="checkbox"/> Payments You will Make Directly.</p> <p>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 4:00PM CST Central Time on or before 3 business days prior to the Payment Due Date to:</p> <p>P.O. Box 12 Lac Du Flambeau, WI 54538</p>
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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 888-985-3171 OR customercare@availblue.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 TYPING YOUR NAME AND CLICKING THE "I AGREE" BUTTON BELOW, YOU ARE ELECTRONICALLY SIGNING THIS PAYMENT CHOICE AUTHORIZATION AND AGREEING TO ALL THE TERMS OF THIS AUTHORIZATION.

YOU ALSO ACKNOWLEDGE YOUR ABILITY TO DOWNLOAD OR PRINT A FULLY COMPLETED COPY OF THIS DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION FOR YOUR RECORDS.

☒ **[I AGREE]** *BY CHRONICA QUICALLES (SP)* I agree that Anong LLC d/b/a Avail Blue 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 [888-985-3171](tel:888-985-3171), email us at customer@availblue.com, or contact us by mail at P.O. Box 12, 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 non-public 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.AvailBlue.com, writing to us at customercare@availblue.com, or by calling us at 888-985-3171. 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 888-985-3171 or emailing us at customercare@availblue.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 888-985-3171 or emailing us at customercare@availblue.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 888-985-3171.
- 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 charges imposed 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

- 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.
- *PRYAGNICA QMICALBS (SP)* [REDACTED] 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 773-879-9714.
- 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 Telemarketing Text Messages or marketing calls to the mobile number provided by calling us at 888-985-3171 or emailing us at customer@availblue.com.
- You understand that: any Advertising and Telemarketing 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 Advertising and Telemarketing Text Messages that we send you, and you agree that we shall have no liability for the cost of any Advertising and Telemarketing 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:

- ☐ I AM a regular or reserve member of the Army, Navy, Marine Corps, Air Force or Coast Guard, serving on active duty under a call or order that does not specify a period of thirty (30) days or fewer, or such member serving on Active National Guard duty.
- ☐ I AM a dependent of a member of the Armed Forces on active duty as described above, because I am the member's spouse, the member's child under the age of eighteen years old or I am an individual for whom the member provided more than one-half of my financial support for one hundred eighty (180) days immediately preceding today's date.
- OR--
- ☐ I AM NOT a regular or reserve member of the Army, Navy, Marine Corps, Air Force or Coast Guard, serving on active duty under a call or order that does not specify a period of thirty (30) days or fewer (or a dependent of such a member).

SIGNATURE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS

BY ENTERING YOUR NAME AND CLICKING THE "I AGREE" BUTTON BELOW, YOU ARE ELECTRONICALLY SIGNING THIS LOAN AGREEMENT AND AGREEING TO ALL THE TERMS OF THIS LOAN AGREEMENT INCLUDING:

- THE DISPUTE RESOLUTION PROCEDURE AND ARBITRATION PROVISION
- THE CONSENT TO ELECTRONIC COMMUNICATIONS
- THE CONSENT TO RECEIVE TELEPHONE CALLS AND TEXT MESSAGES
- THE COVERED BORROWER IDENTIFICATION STATEMENT

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

☒ [I AGREE]

DATE: 11/3/2021

PRYAGNICA QMICALBS (SP) [REDACTED]

Privacy Notice:

FACTS		WHAT DOES ANONG LLC D/B/A AVAIL BLUE DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social security number • Income and account transactions • Account balances and payment history • Credit history and credit scores 		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Anong LLC d/b/a Avail Blue chooses to share; and whether you can limit this sharing.		
	Reasons we can share your personal information	Does Anong LLC d/b/a Avail Blue 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	NO
	For our affiliates' everyday business purposes - information about your transactions and experiences	YES	NO
	For our affiliates' everyday business purposes - information about your creditworthiness	YES	YES
	For our affiliates' to market to you	YES	YES
	For nonaffiliates to market to you	YES	YES
To limit our sharing	<ul style="list-style-type: none"> ■ Call 888-985-3171 - our menu will prompt you through your choice(s) or ■ Email us at: customercare@availblue.com <p>Please note: If you are a new customer, we can begin sharing your information 30 days from the date we provide this notice. When you are no longer our customer, we can share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>		
Questions?	Call 888-985-3171 or email us at customercare@availblue.com		

Who we are:	
Who is providing this notice?	Anong LLC d/b/a Avail Blue is a company wholly owned by the Federally Recognized Native American Tribe the Lac du Flambeau Band of Lake Superior Chippewa Indians of Wisconsin and is licensed to make consumer loans to valued customers for their short-term financial needs.
What we do	
How does Anong LLC d/b/a Avail Blue protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with Tribal and federal law. These measures include computer safeguards and secured files and buildings. All information collected is stored in a secure environment.
How does Anong LLC d/b/a Avail Blue collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ■ Apply for a loan ■ Give us your income information ■ Provide account information ■ Provide employment information ■ Give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes, information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ <i>We do share with affiliates. Our affiliates include other business entities of the Lac du Flambeau Band of Lake Superior Chippewa Indian Tribe.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ <i>Nonaffiliates we share with can include service providers and data processors.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ● <i>AvailBlue does not jointly market.</i>

APPENDIX L

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

APPENDIX M

Lac du Flambeau Chippewa enter payday loan business with eye to online gambling

By Cary Spivak of the Journal Sentinel

Dec. 29, 2013



Need cash fast? The Lac du Flambeau Chippewa's online payday loan centers are there for you. Want to place an online bet? The tribe soon hopes to handle that for you as well.

Three years after the Lac du Flambeau defaulted on a \$50 million bond — a move that remains the subject of a court fight — and five years after it considered mortgaging portions of its reservation, the Vilas County tribe is aggressively looking at the Internet for ways to increase its revenue.

Tom Maulson, the tribe's blunt-talking president, dismisses critics who see gambling and high-interest, short-term lending as businesses that prey on the poor. "It's legal to do, and we're doing it legally," Maulson said.

Tribal governments across the nation are looking at online businesses because they offer tribes the opportunity to tap revenue from consumers who might not travel to reservations, which are often in remote areas.

"The Internet is a robust environment to grow our economy, and we're looking for ways to leverage (the tribe's) sovereignty in a responsible manner," said Brent McFarland, the Lac du Flambeau's director of business development. "We see the Internet as a tremendous opportunity to do that."

Since May the tribe has launched three online payday lending companies, two of which came online this month, and set up the infrastructure for an Internet casino. If online gambling were legalized throughout the country or in Wisconsin, "we could just flip a switch" and turn the online casino, which currently uses play money, into one that takes bets using real money, Maulson said.

The tribe may not wait for a law change before taking online bets on a limited basis — only via Internet connections available within the boundaries of the tribe's reservation — as it is a driving force in the Tribal Internet Gaming Alliance, a group hoping to launch a multi-tribe online casino.

Because that dreamed-of casino would offer only poker, bingo and high-speed video slots linked to bingo — games known in federal law as Class II gaming — it could be offered on the grounds of reservations without a change in the law, said Jeffrey Nelson, the Washington-based attorney for the alliance.

The Chippewa tribe is not alone in looking at cyberspace for revenue. About two dozen tribes across the country have launched short-term lending operations online, and the potential of online gaming is being talked about by tribes, states and Congress.

Barry Brandon, executive director of the Native American Financial Services Association, the trade group for the fledgling online tribal short-term lending industry, sees similarities between Indian gaming and tribal lending.

The same type of legal and political battles that tribes fought some 25 or 30 years ago when Indian casinos were first popping up are being fought today, said Brandon, who noted that most of the tribal lenders went online in the past three years.

In both cases, the tribes sought to exert their sovereign powers to enter an industry.

"Tribes that are looking for economic development opportunities frequently find that businesses that ... are heavily regulated by a state are often a great fit for Indian country," said Brandon, a member of the Muscogee (Creek) Nation.

As sovereign governments, tribes seek to operate the businesses in accordance with tribal law and federal law, he said.

Both of the Lac du Flambeau's online ventures involve controversial, emerging online industries, where laws are murky and are just beginning to be interpreted by courts and regulators.

Legal Battle Over Lending

The New York Department of Financial Services and the Center for Responsible Lending, a nonprofit watchdog group, see the tribal online payday lenders as a blatant attempt to dodge state regulators.

In October, a federal judge in New York ruled that regulators in that state could oversee online tribal lenders making loans to state residents, a ruling that would effectively put the lenders out of business in the state, which has caps on interest that lenders may charge. The ruling came in a lawsuit filed by two tribes that argued their online lending operations were immune from state regulation. The tribes have appealed.

"Payday lenders have pursued various schemes for evading state law, of which partnering with tribes is the latest iteration," the Center for Responsible Lending wrote last month in a friend of the court brief filed in New York lawsuit. "New York rightly seeks to stop this abuse."

The Lac du Flambeau's three lenders — one of which offers loans that carry an annual interest rate of more than 400% — will not make loans in Wisconsin or several other states. Tribal lenders frequently avoid making loans in their home states or states that have particularly aggressive regulators.

"It keeps our relationship with the state of Wisconsin healthy," said the Lac du Flambeau's McFarland, who objects to calling the lending operation "payday lending," preferring the term "short-term lending."

Wisconsin regulators are trying to determine what jurisdiction they may have over the tribe's three lenders — Bright Star Cash, RadiantCredit and Blue Frog Cash — said George Althoff, spokesman for the Department of Financial Institutions.

Peter Bildsten, secretary of the department, met with tribal representatives in August, but no decisions were made at the meeting, Althoff said. The secretary did not sign off on the tribe's website claims that it was subject to tribal and federal law only.

"The Secretary certainly did not and would not offer any determination of DFI's regulatory authority over tribal lending in such an informal setting," Althoff said in a follow-up email. "With the recent growth in tribal, online and offshore lending, state and federal regulators are reviewing the extent of their regulatory jurisdiction in this area."

Despite that, McFarland said the tribe plans to continue launching new loan operations, each of which is backed by individual pools of private equity investors.

The lending operations create jobs on the reservation for tribal members and nonmembers, McFarland said. The tribe's three lenders employ about eight people, a figure McFarland hopes grows to 120 in a year as the call center expands.

McFarland added that the "number one reason" for launching the pay centers is simple: "There is a market for it ... people need it," he said. "If you don't have a credit card and you need \$400 or you're going to be evicted, where else are you going to go?"

'Flip The Switch'?

While the online lending operations are up and running, creating a casino that could take bets online is much more of a long shot.

The tribe could launch an online casino if the federal government or Wisconsin legalized the games — a proposition that is not even being talked about in Madison. There has been some debate over online gambling in Congress, but so far only Nevada, New Jersey and Delaware

have approved it for their states. No tribes are offering online gambling, said Christinia Thomas, deputy chief of staff at the National Indian Gaming Commission.

The more likely scenario is to offer online Class II games on reservation grounds similar to the fast-moving slot machines offered at the Ho-Chunk tribe's casino near Madison, which offers more than 1,100 slot machines.

The Lac du Flambeau "can flip the switch (to launch a Class II online casino) without any change in state or federal law," said Nelson, the attorney for the tribal alliance.

A Class II online casino would be limited to reservation land, Nelson said. Gamblers would be able to travel around a reservation and continue playing casino games on laptops, smartphones or other mobile devices.

It could particularly appeal to "the growing demographic of younger generation gamblers who are more interested in online play," Nelson said. "They won't have to even walk into the brick-and-mortar casino."

In order for a Class II casino to rake in large profits, numerous other tribes would have to join the Tribal Internet Gaming Alliance, Nelson said, explaining that more members would improve the games for the bettors. He predicted the alliance would not offer online casino gambling of any sort until at least 2015.

One possible complication to the Lac du Flambeau's casino effort is the role that Maulson's son, Kevin Maulson, is playing as a consultant to the association, trying to persuade other tribes to join the group and define its duties. Kevin Maulson pleaded guilty to three felonies in 2010 after being charged in a securities scheme that prosecutors said cost investors more than \$1 million. He declined to comment for this article. Nelson noted the younger Maulson does not need a gaming license to work for the association.

Although the lending and casino efforts are separate, there is some synergy between the two.

Common sense says that borrowing money to play the slots is a losing proposition. In fact, the websites for the tribal lending business each warn borrowers that the loans are expensive and should be used only for emergencies.

Still, Maulson, the tribal president, said he would have no problem if some of the tribe's lending customers used the fast cash to feed tribal slot machines.

"I can't play the morality police," said Brandon, the head of the Indian payday lending trade group.

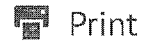
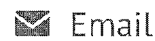
The tribes, he said, can't say to customers, "Are you going to use this for gambling, and if so I'm not going to lend you the money."



About Cary Spivak

Cary Spivak does investigative business projects and covers the casino industry. He has won numerous state and national awards.

✉ @cspivak ✉ cspivak@journalsentinel.com ☎ 414-223-5467



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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

TYANNA QUALLS, on behalf of Plaintiff and the class members described herein,

(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, Lattner & Goodwin, LLC
20 South Clark Street, Suite 1500
Chicago, Illinois 60603

DEFENDANTS

ANONG LLC dba AVAILBLUE; LDF HOLDINGS, LLC; JESSI LEE PHILLIPS LORENZO; MARK KOETTING, MAINSPRING MANAGEMENT, LLC; RICK A. GWYNEE II; and JOHN DOES 1-10

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

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

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

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

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

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

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

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

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

18 U.S.C. §1964 (RICO)

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

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

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No**IX. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

X. This case (check one box) ☐ Is not a refiling of a previously dismissed action ☐ is a refiling of case number _____ previously dismissed by Judge _____
DATE 12/9/21 SIGNATURE OF ATTORNEY OF RECORD s/ Daniel A. Edelman

ClassAction.org

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