

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA**

Case No. 20- 00959-CV-Jung/Tuite

SOPHIA BOOKER,

Plaintiff,

vs.

PLAIN GREEN, LLC and HARLAN GOPHER BAKER,

Defendants.

**DEFENDANTS' MOTION AND MEMORANDUM TO
DISMISS FIRST AMENDED COMPLAINT OR,
IN THE ALTERNATIVE, TO COMPEL ARBITRATION**

Defendants Plain Green, LLC (“Plain Green”) and Harlan Gopher Baker (“Chairman Baker,” together with Plain Green, “Defendants”) hereby move to dismiss Plaintiff Sophia Booker’s (“Plaintiff”) First Amended Complaint (ECF No. 1-1, Compl.) pursuant to Federal Rules of Civil Procedure 12(b)(1) and (6) or, in the alternative, to compel arbitration. This motion is based on the following grounds:

1. This Court lacks subject matter jurisdiction to adjudicate Plaintiff’s claims because Plain Green and Chairman Baker are immune from this suit as an economic arm of the Chippewa Cree Tribe and Chippewa Cree tribal official, respectively.
2. In the alternative, this Court should compel arbitration in accordance with the executed loan agreement between Plain Green and Plaintiff.
3. Additionally, Plaintiff’s claims alleging that the interest rate set forth in her loan agreement is in violation of Florida’s Consumer Collection Practices Act (Count I) and Florida’s Criminal Practices Act (Counts II and III) fail as a matter of law because the agreement contains a clear and conspicuous choice-of-law clause stating that tribal law, not Florida law, applies to

the loan. Plaintiff's Criminal Practices Act claims (Counts II and III) also fail as a matter of law because she has not suffered any economic injury as a result of the loan.

Wherefore, for these reasons and the reasons stated in the Memorandum of Law, the Complaint should be dismissed.

MEMORANDUM OF LAW

I. INTRODUCTION

Slightly more than a year ago, Plaintiff obtained a loan from Plain Green, a lending entity entirely owned and operated by the Chippewa Cree Tribe of the Rocky Boy's Reservation, Montana (the "Tribe"). Chairman Baker is a tribal official. Plaintiff has not made any payments on the loan.¹ She has instead chosen, in clear violation of the numerous terms and conditions she expressly agreed to before receiving funds from Plain Green, to file this lawsuit (ignoring her agreement to arbitrate) against a tribal lending entity and tribal official (parties immune to suit), alleging violations of Florida law (which she agreed does not govern her loan). This matter must be dismissed.

First, Plain Green and Chairman Baker are immune from this suit. As disclosed in all capital letters on the first page of her loan agreement, "both the Tribe and Plain Green are immune from suit in any Court unless the Tribe . . . expressly waives that immunity," which has not occurred. The long-standing doctrine of tribal sovereign immunity, therefore, requires this Court to dismiss all of Plaintiff's claims, which allege only that the agreed-upon interest rate is in violation of Florida law, for lack of subject matter jurisdiction.

¹ In fact, not only has Plaintiff failed to repay any of the \$1,000 she received from Plain Green, she has also received \$7,500 from her lawsuit against the company that ultimately purchased this outstanding loan from Plain Green. Plaintiff has actually turned what was a \$1,000 liability into an \$8,500 source of revenue.

Second, although Plaintiff cannot proceed in this Court due to Defendants' immunity, Plaintiff is not without a remedy. Her loan agreement—again in clear, comprehensive, and easy to understand language—spells out the process for resolving any disputes relating to the loan. Specifically, the agreement contains a mandatory arbitration clause (which Plaintiff fails to mention in her Complaint) that requires Plaintiff's state law claims to be litigated before a neutral arbitrator of Plaintiff's choosing—not in this Court.

Third, even if this case is not dismissed on immunity grounds or sent to arbitration, in addition to the fact that Plaintiff has not suffered any economic injury, the loan agreement itself provides yet another reason why Plaintiff's claims cannot prevail as a matter of law. The first page of each agreement contains a choice-of-law clause calling for the application of tribal law. Florida courts routinely honor the right of parties to select which law they want to govern, including on matters such as which state's interest rate laws apply to a loan. Because Chippewa Cree law (the law Plaintiff expressly agreed would govern her loan) does not have an interest rate cap, she has not plausibly alleged that the loans were usurious or "unlawful," and, consequently, her alleged violations of Florida law must fail. Plaintiff cannot plead around this critical defect. As a result, the case must be dismissed with prejudice on this ground.

II. BACKGROUND²

Plain Green is a lending entity owned and operated by the Tribe, a federally-recognized

² As described in section III below, the Court may consider matters outside of the Complaint where, as here, Defendants have moved to dismiss pursuant to Federal Rule of Civil Procedure 12(b)(1). This section is, therefore, not limited to the factual allegations contained in the Complaint. As a result, Defendants attach the following as exhibits to this motion: Ex. 1, Plaintiff's January 2019 loan agreement; Ex. 2, the Tribe's website providing overview of its Business Committee; Ex. 3, Plain Green's Articles of Organization and First Amendment; Ex. 4, Plain Green's 2019 and 2020 consumer lending licenses issued by the Tribe); Ex. 5, Tribal Lending and Regulatory Code; and, Ex. 6, Plain Green's website, providing overview of the entity.

Native American tribe in north-central Montana. *See* Ex. 1 at 1 (Plain Green “is the tribal government lending arm of the Chippewa Cree Tribe[.]”); Ex. 3 (Articles of Organization “creating the Tribal limited liability company called Plain Green, LLC[.]”); Ex. 6 (same). The Tribe is an independent sovereign nation that provides governmental and social services, jobs, education, nutritional, health and infrastructure, among other services, to its nearly 7,000 members, approximately 4,000 of whom live on or near the reservation.³ The Tribe’s inherent sovereignty long predates the organization of the United States, and it has engaged in a government-to-government relationship with the United States for over 150 years. In 1934, the Tribe organized under a constitution and bylaws adopted under the provisions of the Indian Reorganization Act of 1934, Ch. 576, 48 Stat. 984 (25 U.S.C. § 461 *et seq.*), and has since that time maintained a continuous government-to-government relationship with the United States. *See* 84 Fed. Reg. 1200 (including the Tribe on the list of “Indian Entities Recognized and Eligible to Receive Services from the United States Bureau of Indian Affairs”).

The Tribe’s governing body, the Business Committee, chartered Plain Green as an online lending entity pursuant to its authority to promote the general welfare of the Tribe. *See* Ex. 2 (providing overview of the Business Committee); Ex. 3. Chairman Baker has been the chairman of the Tribe’s Business Committee since 2016. Ex. 2. Plain Green operates as an economic arm of the Tribe pursuant to the laws of the Tribe and is specifically designed to increase tribal revenues, to serve the social, economic, educational and health needs of the Tribe, and to “enhance the Tribe’s economic self-sufficiency and self-determination.” Ex. 3 (Articles of Organization § 3.1). Plain Green fulfills this responsibility: the Tribe utilizes revenues from

³ *See* “Chippewa Cree Tribe,” Montana Governor’s Office of Indian Affairs, <https://tribalnations.mt.gov/chippewacree>; “Chippewa Cree Tribe,” chippewacree-nsn.gov.

Plain Green to deliver direct services—including healthcare and education, among a variety of other programs and initiatives—to its tribal members. *See* Ex. 6.

The Business Committee exercises significant and active operational control over Plain Green. The Business Committee has authorized amendments to the Plain Green Articles of Organization on several occasions since its formation. *E.g.*, Ex. 3 (First Amendment to the Articles of Organization). Plain Green’s profits inure to the benefit of the Tribe, and Plain Green operates all facets of its business internally. *E.g.*, Ex. 6 (“We market, underwrite, and service our own portfolio and are well positioned to maximize the economic and social impact to the Chippewa Cree Tribe.”).

Plain Green is also subject to regulation by the Tribe under the Chippewa Cree Tribal Lending and Regulatory Code, which is accessible on Plain Green’s website. *See* Ex. 5. The Code regulates a variety of Plain Green’s activities, including the extension of credit, application of usury and interest rates, and required loan agreement disclosures. *Id.* § 10-1-103(c) (“Consumer Financial Services that are subject to licensing under this Code are authorized and permitted only as described in this Code[.]”); Ex. 4 (Plain Green’s 2019 and 2020 consumer lending licenses issued by the Tribe). It also requires Plain Green to be subject to the oversight of the Tribal Consumer Protection Bureau, an independent governmental regulatory subdivision of the Tribe. Ex. 5 § 10-1-103(c). This oversight includes quarterly compliance audits and an annual on-site review. *Id.* §§ 10-4-108, 10-4-111.

In light of Plain Green’s status as an arm of the Tribe, the Tribe has expressly conferred on Plain Green and its officers “sovereign immunity from suit to the same extent that the Tribe would have[.]” Ex. 3 (Articles of Organization § 4.2).

On January 2, 2019, Plaintiff voluntarily signed an agreement to obtain a \$1,000 loan from Plain Green, which she agreed to repay in equal installments over the course of approximately thirteen months at an interest rate that complied with tribal law and was properly disclosed pursuant to federal law. *See* Ex. 1. In the first few sentences of the first page of the agreement, Plaintiff was provided detailed information on exactly who she was obtaining the loan from: “Plain Green is the tribal governmental lending arm of the Chippewa Cree Tribe . . . owned by the Tribe and formed under tribal law . . . Plain Green operates within the Tribe’s reservation. Both the Tribe and Plain Green are immune from suit in any court . . .” *Id.* at 1. By signing the agreement, Plaintiff “expressly consent[ed] and agree[d] that this loan is made within the Tribe’s jurisdiction and is subject to and governed by tribal law and not the law of [her] resident state.” *Id.* She also, among other terms and conditions, agreed to arbitrate any and all disputes that might arise relating to the agreement. *Id.* at 8.

Plaintiff has not, however, honored any of the agreed upon terms after Plain Green provided her with \$1,000. Plaintiff has not made any of the scheduled payments. *See* Compl. ¶ 10; *id.* Exs. A, B. Plaintiff filed the instant lawsuit against a tribal lending entity and tribal official, instead of initiating an arbitration proceeding, and in this action claims that Florida law applies to the terms of her loan rather than the tribal law she had agreed would govern. Compl. ¶¶ 131-143 (asserting claims under Florida’s Consumer Collection Practices Act and Criminal Practices Act). As explained below, each of these missteps requires dismissal of this action.

III. LEGAL STANDARD

A. Rule 12(b)(1): Lack of Subject Matter Jurisdiction

A Rule 12(b)(1) motion to dismiss for lack of subject-matter jurisdiction asserts “either a facial or factual challenge to the complaint.” *McElmurray v. Consol. Gov't of Augusta-*

Richmond Cnty., 501 F.3d 1244, 1251 (11th Cir. 2007). A factual attack, which has been asserted here regarding tribal sovereign immunity, “challenges the existence of subject matter jurisdiction based on matters outside the pleadings.” *Kuhlman v. United States*, 822 F. Supp. 2d 1255, 1257 (M.D. Fla. 2011) (citing *Lawrence v. Dunbar*, 919 F.2d 1525, 1529 (11th Cir. 1990)).

"In assessing the propriety of a motion for dismissal under Fed.R.Civ.P. 12(b)(1), a district court is not limited to an inquiry into undisputed facts; it may hear conflicting evidence and decide for itself the factual issues that determine jurisdiction." *Colonial Pipeline Co. v. Collins*, 921 F.2d 1237, 1243 (11th Cir. 1991). As a result, “no presumptive truthfulness attaches to plaintiff’s allegations, and the existence of disputed material facts will not preclude the trial court from evaluating for itself the merits of jurisdictional claims.” *Desporte-Bryan v. Bank of Am.*, 147 F. Supp. 2d 1356, 1360 (S.D. Fla. 2001). Moreover, Plaintiff bears the burden of establishing that subject matter jurisdiction exists when challenged through a Rule 12(b)(1) motion. *Id.*

Courts also “generally treat motions to compel arbitration as motions to dismiss for lack of subject matter jurisdiction under Rule 12(b)(1).” *MRI Scan Ctr., LLC v. Nat’l Imaging Assocs.*, No. 13-60051, 2013 U.S. Dist. LEXIS 66741, at *6 (S.D. Fla. May 7, 2013).

B. Rule 12(b)(6): Failure to State a Claim

To survive a motion to dismiss under Federal Rule of Civil Procedure 12(b)(6), “a complaint must contain sufficient factual matter, accepted as true, to ‘state a claim to relief that is plausible on its face.’” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)). It does not suffice to “plead[] facts . . . ‘merely consistent with’ . . . liability.” *Id.* Rather, the complaint must contain sufficient “factual content that

allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Id.* While a court may accept well-pled facts as true at the dismissal stage, “conclusory allegations” and “[l]egal conclusions without adequate factual support are entitled to no assumption of truth.” *Mamani v. Berzain*, 654 F.3d 1148, 1153 (11th Cir. 2011).

IV. ARGUMENT

A. **Rule 12(b)(1): Plain Green and Chairman Baker Have Sovereign Immunity from this Suit**⁴

Tribal sovereign immunity is a threshold jurisdictional question that must be addressed before the merits. *See Freemanville Water Sys. v. Poarch Band of Creek Indians*, 563 F.3d 1205, 1206 (11th Cir. 2009) (“Indian tribes have sovereign immunity from lawsuits . . .”); *Puyallup Tribe v. Dept. of Game*, 433 U.S. 165, 172 (1977) (stating that “[a]bsent an effective waiver or consent,” a court “may not exercise jurisdiction over a recognized Indian tribe”) (emphasis added). Tribal sovereign immunity also extends to entities that operate as economic arms of the Tribe and tribal officers acting in their official capacity. *See Freemanville Water*, 563 F.3d at 1207 n.1 (affirming tribal entities share immunity of tribe); *Tamiami Partners, Ltd. by and through Tamiami Dev. Corp. v. Miccosukee Tribe of Indians of Fla.*, 177 F.3d 1212, 1225 (11th Cir. 1999) (“[T]ribal officers are protected by tribal sovereign immunity when they act in their official capacity and within the scope of their authority[.]”). As a result, this Court lacks subject matter jurisdiction over Plaintiff’s claims against Chippewa Cree Tribal Business Committee

⁴ As a threshold matter, Defendants’ removal of this case is not inconsistent with their request that this Court dismiss the matter for lack of subject matter jurisdiction. The Eleventh Circuit has expressly permitted this procedural posture and held that “tribal immunity is a matter of purely federal law” and “removal of [a] case to federal court d[oes] not . . . waive the Tribe’s sovereign immunity from suit.” *Contour Spa at the Hard Rock, Inc. v. Seminole Tribe of Fla.*, 692 F.3d 1200, 1207-08 (11th Cir. 2012) (affirming dismissal of removed suit for lack of subject matter jurisdiction on account of tribal sovereign immunity). Defendants likewise reserved the right to assert jurisdictional defenses in their Notice of Removal (ECF No. 1 ¶ 15), and raise the defenses here in their first response of any kind to Plaintiff’s Complaint.

Chairman Baker and tribal lending entity Plain Green and, thus, the Court should dismiss Plaintiff's Complaint.

1. The Tribe Maintains Sovereign Immunity from Suit as a Federally Recognized Indian Tribe

The Tribe is a sovereign body politic with reserved, inherent authority that predates the United States Constitution. 84 Fed. Reg. 1200 (listing Tribe among federally recognized tribes); *Okla. Tax Comm'n v. Citizen Band Potawatomi Indian Tribe*, 498 U.S. 505, 509 (1991) (citing *Cherokee Nation v. Georgia*, 30 U.S. 1, 17 (1831)). A core aspect of the Tribe's inherent sovereignty is immunity from unconsented suit. *See Michigan v. Bay Mills Indian Cmty.*, 572 U.S. 782, 782 (2014) (reaffirming that “[a]mong the core aspects of sovereignty that tribes possess—subject [only] to congressional action—is the ‘common-law immunity from suit traditionally enjoyed by sovereign powers’”) (citation omitted); *Demontiney v. United States*, 255 F.3d 801, 813 (9th Cir. 2001) (dismissing plaintiff's claim based on the Chippewa Cree Tribe's sovereign immunity from suit).

Further, tribal sovereign immunity is not geographically limited. The Tribe retains its immunity even when it acts in a commercial capacity outside the boundaries of its territory. *See Bay Mills*, 572 U.S. at 798 (“[T]he doctrine of tribal immunity’—without any exceptions for commercial or off-reservation conduct—‘is settled law and controls[.]’”) (citation omitted); *Kiowa Tribe v. Mfg. Techs.*, 523 U.S. 751, 760 (1998) (holding that tribal sovereign immunity extends to a tribe's “governmental or commercial activities” regardless of “whether they were made on or off a reservation”).

2. Plain Green Is Immune from Suit as an Economic Arm of the Tribe

Tribal sovereign immunity extends to businesses that operate as economic arms of a tribe. *See Okla. Tax Comm'n*, 498 U.S. at 510 (holding that tribal sovereign immunity extends to

“tribal business ventures”); *Kiowa*, 523 U.S. at 757 (explaining that tribal sovereign immunity is retained even for those tribal businesses that had arguably “become far removed from tribal self-governance and internal affairs”); *Williams v. Poarch Band of Creek Indians*, 839 F.3d 1312, 1324 (11th Cir. 2016) (“Agencies of a tribe enjoy ‘the same presumption of immunity’ in a suit for damages.”). And Plaintiff agrees. *See* Compl. ¶ 70 (“An entity which functions as an arm of the tribe shares that tribe’s sovereign immunity.”). Indeed, upholding tribal sovereign immunity for tribal commercial entities is consistent with a central purpose underlying immunity: “to promote economic development and tribal self-sufficiency.” *Kiowa*, 523 U.S. at 757.

Courts typically apply a multi-factor balancing test to analyze whether an entity is an arm of a tribe entitled to sovereign immunity. The test articulated by the Tenth Circuit in *Breakthrough Mgmt Grp., Inc. v. Chukchansi Gold Casino & Resort* has become the leading test because it utilizes central factors relied on by “the various tests used by federal courts, as well as state courts” over time. 629 F.3d 1173, 1187 n.10 (10th Cir. 2010). The *Breakthrough* test looks to the following factors in determining whether entities are arms of a tribe: (1) their 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. 629 F.3d at 1181. No single factor is dispositive, and not all factors need to weigh in favor of immunity for an entity to be an arm of a tribe. *See id.* at 1191–95. Rather, the entity is immune if the weight of the factors weighs in favor of immunity. *Id.*

In 2017, an Eastern District of Virginia court held that “Plain Green is an ‘arm of the tribe’ based on the six factors enumerated in the Tenth Circuit’s [*Breakthrough*] analysis. As a

result, it is immune from suit under existing tribal immunity precedent.” *Howard v. Plain Green, LLC*, No. 17-302, 2017 U.S. Dist. LEXIS 137229, at * 8 (E.D. Va. Aug. 7, 2017), *approved and adopted*, 2017 U.S. Dist. LEXIS 136275 (E.D. Va. Aug. 24, 2017).⁵ Nothing has changed since then. Accordingly, each of the following *Breakthrough* factors continues to support extension of the Tribe’s immunity to Plain Green.⁶

Factor 1: Method of Creation. The first factor weighs in favor of immunity because Plain Green was “formed pursuant to” the Tribe’s laws and Plain Green operates “subject to the laws of the Tribe.” Ex. 3 § 3.1 (Articles of Organization “Purposes”); Ex. 4 (Tribal consumer lending license); Ex. 5 (Tribal Lending and Regulatory Code); *see also Howard*, 2017 U.S. Dist. LEXIS 137229, at *9 (finding the Tribe “recognize[d] the responsibilities of Plain Green, LLC,

⁵ Plaintiff’s citations to *Gingras v. Think Fin., Inc.*, 922 F.3d 112 (2d Cir. 2019), and *CFPB v. Think Finance, LLC*, No. 17-127, 2018 U.S. Dist. LEXIS 19480 (D. Mont. Feb. 6, 2018), to suggest otherwise are misleading. *See* Compl. ¶¶ 7, 80. First, Plain Green was not a party to either litigation. *E.g.*, *CFPB*, 2018 U.S. Dist. LEXIS 19480, at *2 (“[T]he Tribal Lenders (who are not party to this action)[.]”). Second, Plain Green’s status as an economic arm of the Tribe was not at issue in either case. *E.g.*, *Gingras*, 922 F.3d at 121 (proceeding on “assum[ption] that Plain Green and its officers would ordinarily be immune save for some common law exception, waiver, or congressional abrogation”). Third, the events being discussed in both decisions long predate the relevant alleged events in this matter. *E.g.*, *id.* at 117-18 (focusing solely on 2011-2013 loans). *Gingras* and *CFPB*, therefore, have no relevance here.

⁶ Plaintiff also advances a series of false factual allegations regarding Plain Green’s operation and structure in support of her theory that Plain Green is not a true arm of the Tribe. *See, e.g.*, Compl. ¶¶ 41-45 (claiming to describe Plain Green’s activities in 2012). However, Plaintiff’s factual allegations are both misinformed and irrelevant under the *Breakthrough* test because they purport to describe Plain Green’s operations and structure long before the January 2019 loan that gave rise to this lawsuit. This Court must disregard Plaintiff’s false and temporally misplaced allegations because the arm-of-the-Tribe inquiry focuses on (at the earliest) whether Plain Green is entitled to sovereign immunity at the time of the events that form the basis of this lawsuit. *See Breakthrough*, 629 F.3d. at 1191–96 (assessing the entity’s *present* ownership status, structure, operation and financial relationship with the Tribe); *Howard*, 2017 U.S. Dist. LEXIS 137229 at *7–9 (same).

as an economic arm of the Tribe”) (citation omitted); *Williams v. Big Picture Loans, LLC*, 929 F.3d 170, 177 (4th Cir. 2019) (“Formation under tribal law weighs in favor of immunity.”).⁷

Factor 2: Purpose. The second factor weighs in favor of immunity because Plain Green was “created for the financial benefit of the Tribe and to enable it to engage in various government functions.” *See Breakthrough*, 629 F.2d at 1192; *Howard*, 2017 U.S. Dist. LEXIS 137229, at *9–10. The Tribe formed Plain Green for the express purposes of serving the social economic, educational, and health needs of the Tribe, increasing Tribal revenues, enhancing the Tribe’s economic self-sufficiency and self-determination, and providing positive, long-term social environmental and economic benefits to tribal members by enhancing the Tribe’s business undertakings and prospects. Ex. 3 § 3.1. As the court in *Howard* found, “it is clear from the text of Plain Green’s charter that it was created for the Tribe’s financial benefit.” 2017 U.S. Dist. LEXIS 137229, at *9; *see also Williams*, 929 F.3d at 181-82 (finding tribal lending entities “serve the purposes of tribal economic development and self-governance” even though non-tribal entities and individuals also receive economic benefits).

Factor 3: Structure, Ownership, and Management. The third factor weighs in favor of immunity because “Plain Green is wholly-owned by the Tribe[.]” *Howard*, 2017 U.S. Dist. LEXIS 137229, at *10.⁸ The Tribe owns and manages Plain Green through a single manager management structure; the sole manager is the Tribe. Ex. 3. There are no third parties or outside individuals exercising any ownership or management control over Plain Green. *See* Ex. 3 Plain Green runs its own platforms and its own loan products; it markets, underwrites, funds and

⁷ Plaintiff also cites a *Williams v. Big Picture Loans* decision in her Complaint (*e.g.*, Compl. ¶¶ 75, 95), but it is the district court’s arm-of-the-Tribe analysis that was subsequently reversed by the Fourth Circuit.

⁸ The Tribe exercises this ownership and management exclusively through its wholly-owned holding company, Atoske, LLC. *See* Ex. 3.

processes its loans; and, it collects all payments from its customers. Ex. 6 (Plain Green’s website states that “[w]e market, underwrite, and service our own portfolio” and the Tribe’s reservation is “the location of our Corporate Office and our Customer Service Center”). Thus, contrary to Plaintiff’s unsupported, conclusory statements, *see, e.g.*, Compl. ¶ 63, the Tribe controls and is actively involved in the ownership, management, and all day-to-day operations of Plain Green.

Further, Plain Green is subject to tribal law. Specifically, it is subject to strict regulation under the Tribe’s Lending and Regulatory Code, which regulates a variety of Plain Green’s activities, including the extension of credit, application of usury and interest rates, and required loan agreement disclosures, among other topics. Ex. 5. In addition, tribal law subjects Plain Green to regulation by the Tribal Consumer Protection Bureau (TCPB), which is an independent governmental regulatory subdivision of the Tribe. *Id.* The TCPB conducts quarterly compliance audits of Plain Green in addition to an annual on-site review. *See id.* § 10-4-108, 10-4-111. The foregoing all demonstrate, as the *Howard* court concluded, that the “structure, ownership and management of Plain Green indicate that it functions as an economic arm of the Tribe, and thus satisfies the third factor of *Breakthrough*.” 2017 U.S. Dist. LEXIS 137229, at *11.

Factor 4: Tribal Intent that Entity is Vested with Immunity. This factor “unequivocally” weighs in favor of immunity because the Tribe clearly intended for Plain Green to share in its immunity as an arm of the Tribe. *Howard*, 2017 U.S. Dist. LEXIS 137229, at *11; *see also Williams*, 929 F.3d at 184 (“This factor focuses solely on whether the Tribe intended to provide its immunity to the Entities.”). Plain Green’s Articles of Organization state: “[t]he Tribe hereby confers on [Plain Green] sovereign immunity from suit to the same extent that the Tribe would have such sovereign immunity if it engaged in the activities undertaken by [Plain Green].” Ex. 3 § 4.2. The Articles further state: “The [Tribe] hereby confers on [Plain Green] all of the

Tribe's right, privileges and federal immunities concerning federal, state, and local taxes, regulation, and jurisdiction, to the same extent that the Tribe would have such rights, privileges, and immunities, if it engaged in the activities undertaken by [Plain Green]." *Id.* § 4.1. In short, the fourth factor is satisfied "by the Tribe's express intent to confer its tribal immunity onto Plain Green." *Howard*, 2017 U.S. Dist. LEXIS 137229, at *11.

Factor 5: Financial Relationship. Since its inception and until this day, the Tribe has been the sole owner of Plain Green, *e.g.*, Ex. 3, and, as a result, "*all* of [Plain Green's] profits inure to the benefit of the Tribe," *Howard*, 2017 U.S. Dist. LEXIS 137229, at *11 (emphasis added). Plain Green's contributions cover considerable deficiencies in federal funding for basic human services and infrastructure development for members of the Tribe. Moreover, as noted, Plain Green operates all facets of its business internally, including funding its loans and collecting all payments on its loans. *E.g.*, Ex. 6. Thus, the fifth factor is satisfied.

Factor 6: Serving the Purposes of Sovereign Immunity. Plain Green's immunity would further federal policies intended to promote Indian tribal autonomy because Plain Green serves a critical role in the Tribe's efforts to generate revenues as a means of promoting increased economic independence and self-determination. *E.g.*, Ex. 3 § 3.1 (Articles of Organization expressly state purpose is to serve Tribe's economic needs, increase its revenues, and enhance economic self-sufficiency and self-determination); Ex. 6 ("The Tribe oversees the business operations of Plain Green with the goal of funding governmental services, jobs, economic development, and bringing long-term economic stability to the Chippewa Cree Tribe."). Among other activities, revenues from Plain Green have "provided tribal members with countless opportunities," including funding tribal community events, such as ceremonies and powwows and basketball camps, and providing high school scholarships and youth employment sessions

and internships. Ex. 6. Plain Green, thus, “plainly promote[s] and fund[s] the Tribe’s self-determination through revenue generation and the funding of diversified economic development.” *See Breakthrough*, 629 F.3d at 1195. Indeed, “the sixth factor of *Breakthrough* is satisfied because Plain Green promotes economic development and self-sufficiency, which is a central purpose of tribal immunity.” *Howard*, 2017 U.S. Dist. LEXIS 137229, at *13 (citing *Kiowa*, 523 U.S. at 757).

Plaintiff cannot refute what the court held in *Howard*: all six *Breakthrough* factors support extension of the Tribe’s immunity to Plain Green. *See* 2017 U.S. Dist. LEXIS 137229, at *13. Because Plain Green is an economic arm of the Tribe, it is entitled to sovereign immunity from suit.

3. Chairman Baker Is Immune from Suit as a Tribal Official

Similarly, “tribal officers are protected by tribal sovereign immunity when they act in their official capacity and within the scope of their authority[.]” *Tamiami Partners*, 177 F.3d at 1225. Here, it is undisputed that Chairman Baker “is Chairman of the Chippewa Cree Tribal Business Committee,” Compl. ¶ 9, which comprises the “primary leadership of the Tribal Government,” Ex. 2 (the Tribe’s website providing overview of Business Committee).

Chairman Baker is not an employee of Plain Green and, in his role as Chairman, would not have any personal knowledge of this transaction or execute any operations for Plain Green.⁹ Nor has Plaintiff alleged any facts that would suggest Chairman Baker was acting in any capacity other than in his official capacity and within the scope of his authority during the course of conduct

⁹ Similarly, by analogy, the Chippewa Cree Health Clinic is an arm of the Tribe, but Chairman Baker would not have any first-hand knowledge of a dispute arising between a patient and the Health Clinic—that would be outside the scope of his official capacity.

alleged in the Complaint. *See* Compl. ¶¶ 8, 9, 66, 125-28. Chairman Baker is, thus, immune from this suit.

B. Rule 12(b)(1): This Matter Must Be Submitted to Arbitration

If the Court does not dismiss this matter on immunity grounds, it should compel arbitration in accordance with the loan agreement between Plain Green and Plaintiff. In fact, Plaintiff has not challenged the agreement to arbitrate—the Complaint does not even mention arbitration, nor did Plaintiff include a copy of the signed arbitration agreement with her Complaint—because she has undisputedly agreed to submit any and all “disputes” to arbitration. *See* Ex. 1 at 8-9. Thus, the Court should compel arbitration and dismiss this action. *See Caley v. Gulfstream Aero. Corp.*, 428 F.3d 1359, 1364 (11th Cir. 2005) (affirming order granting motion to compel arbitration and dismiss suit).

Under the Federal Arbitration Act (FAA), written agreements to arbitrate “shall be valid, irrevocable, and enforceable.” 9 U.S.C. § 2; *Caley*, 428 F.3d at 1367 (“The FAA generally provides for the enforceability of ‘a contract evidencing a transaction involving commerce.’”) (citation omitted). The FAA reflects the “‘liberal federal policy favoring arbitration,’ and requires courts to ‘rigorously enforce agreements to arbitrate[.]’” *Cruz v. Cingular Wireless, LLC*, 648 F.3d 1205, 1210 (11th Cir. 2011) (citations omitted). Indeed, the “central or primary purpose of the FAA is to ensure that private agreements to arbitrate are enforced according to their terms.” *Stolt-Nielsen S. A. v. Animal Feeds Int’l Corp.*, 559 U.S. 662, 682 (2010) (internal quotation marks and citation omitted). Accordingly, “[i]f a valid and written agreement requires arbitration and if a party moves to compel arbitration, Section 4 of the Federal Arbitration Act requires that an order direct the parties to arbitrate.” *Vanwechel v. Regions Bank*, No. 17-738, 2017 U.S. Dist. LEXIS 67127, at *1-2 (M.D. Fla. May 3, 2017).

Here, the signed loan agreement clearly and conspicuously apprises Plaintiff of a **“WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT.”** Ex. 1 at 8. Before detailing the arbitration provision, the agreement informs Plaintiff, again in bold and capitalized font, that she has a right to opt out of arbitration at any time for sixty days after signing the agreement, and describes in depth how she exercises that opt-out option. *Id.*

After advising Plaintiff of her right to opt out, the arbitration provision advises her to **“PLEASE CAREFULLY READ THIS AGREEMENT TO ARBITRATE,”** and explains that “[u]nless you exercise your right to opt-out of arbitration as described above, you agree that any dispute you have related to this agreement will be resolved through binding arbitration.” *Id.*

The arbitration clause then explains what arbitration is—a “form of alternative dispute resolution where Disputes are presented to an independent third party for resolution.” *Id.* A “dispute” is broadly defined as “any claim or controversy of any kind between you and Plain Green or otherwise involving this Agreement or the Loan[,]” and Plain Green includes, among others, “the Tribe” and its “officers.” *Id.* Critically, the term “dispute” includes:

- “all federal, state, or Tribal law claims or demands (whether past, present, or future), based on any legal or equitable theory and regardless of the type of relief sought (i.e., money, injunctive relief, or declaratory relief); and,
- “any issue concerning the validity, enforceability, or scope of this Agreement or this Agreement to arbitrate.”¹⁰

Pursuant to the agreement, Plaintiff may elect to arbitrate any dispute before two reputable, industry-leading arbitration organizations: the American Arbitration Association or

¹⁰ This provision is known as a “delegation clause” and is consistent with the Supreme Court’s determination that “parties can agree to arbitrate ‘gateway’ questions of ‘arbitrability,’ such as whether the parties have agreed to arbitrate or whether their agreement covers a particular controversy.” *Rent-A-Center, W., Inc. v. Jackson*, 561 U.S. 63, 68–69 (2010).

JAMS.¹¹ *Id.* Plaintiff also selects where the arbitration takes place, either within thirty miles of her home or on the Tribe’s reservation. *Id.* In addition to the significant convenience of choosing the arbitration firm and location, the arbitration provision charges Plain Green with paying the “filing fees and other costs or fees of arbitration” regardless of “which party initiates the arbitration.” *Id.*

The loan agreement also includes a choice-of-law clause calling for the application of tribal law. *Id.* at 1–2. Under Chippewa Cree law, if substantive tribal law is insufficiently developed to resolve Plaintiff’s contentions, that law can be supplemented with the state law of Montana and with federal law. *See Gunson v. BMO Harris Bank, N.A.*, 43 F. Supp. 3d 1396, 1400 n.2 (S.D. Fla. 2014) (“Under Chippewa Cree tribal law, the Court ‘may apply laws and regulations of the United States or the State of Montana.’”) (quoting Law and Order Code of the Chippewa Cree Tribe § 1.9 (1987)).¹²

In sum, Plaintiff’s claims that the interest rate applied to her loan violates state law falls squarely within the broad definition of a “dispute,” and thus the arbitration agreement requires her claims to be resolved through arbitration (at least in the first instance). The Court should therefore compel arbitration and dismiss this action.¹³

¹¹ The arbitration takes place in accordance with the AAA or JAMS “policies and procedures . . . applicable to consumer disputes,” provided there is no conflict with the loan agreement or tribal law. Ex. 1 at 8.

¹² The arbitration agreement and FAA provide avenues for review upon conclusion of the arbitration proceedings. *See* Ex. 1 at 9 (providing for tribal court review of arbitration awards); *see also* 9 U.S.C. §§ 9, 10 (providing for federal court review of arbitration awards in certain circumstances).

¹³ If the Court declines to enforce the binding arbitration agreement contained in the loan agreement, Defendants move the Court to enforce the agreement’s forum selection clause and dismiss this case on the basis of *forum non conveniens*. *See Hisey v. Qualtek USA, LLC*, 753 F. App’x 698, 703 (11th Cir. 2018) (“[T]he appropriate way to enforce a forum-selection clause pointing to a state or foreign forum is through the doctrine of *forum non conveniens*.”) (quoting *Atl. Marine Constr. Co. v. United States District Ct.*, 571 U.S. 49, 60 (2013)). Here, the loan

C. Rule 12(b)(6): Failure to State a Claim

As explained above, this lawsuit cannot proceed in this Court due to Defendants' sovereign immunity from suit and the loan agreement's mandatory arbitration provision. This action also must be dismissed because Plaintiff fails as a matter of law to state claims under the Florida Consumer Collection Practices Act (FCCPA) and Florida Criminal Practices Act (CRCPA).¹⁴

1. Counts I, II, and III: Tribal Law Applies to Plaintiff's Loan

Plaintiff's claims rest solely on the assumption that the interest rate applied to the loan exceeds Florida law and, as a result, is allegedly unlawful. *See* Compl. ¶ 134 (Count I alleging violation of FCCPA for "issuing a usurious loan"); *id.* ¶ 137 (Count II alleging violation of CRCPA for making "loans well in excess of 45% interest per annum, in clear violation of Florida law"); *id.* ¶ 141 (Count III alleging violation of CRCPA for collection of "unlawful debt"). But Florida law does not apply to this loan.

agreement expressly designated the Chippewa Cree Tribal Court as the appropriate forum for any in-court dispute resolution. Ex. 1 at 8. There is a "strong federal policy in favor of enforcing forum-selection clauses . . ." *Sun v. Advanced China Healthcare, Inc.*, 901 F.3d 1081, 1090 (9th Cir. 2018) (citing *Atl. Marine*, 571 U.S. at 66). Moreover, the Tribe has a longstanding right to adjudicate civil disputes pursuant to the laws it has established for itself and it is well established that, in doing so, it may exercise jurisdiction over non-members, as would be the case here. *See, e.g., Montana v. United States*, 450 U.S. 544, 566 (1981); *Williams v. Lee*, 358 U.S. 217, 222 (1959) (recognizing that tribal jurisdiction extended to a non-member based on an on-reservation transaction).

¹⁴ In deciding this Rule 12(b)(6) motion, the Court may consider the loan agreement between Plaintiff and Plain Green, despite the fact that Plaintiff did not include it with her Complaint, because the terms and conditions set forth in the agreement (which she alleges are unlawful) are central to her claims. *See Speaker v. United States HHS CDC & Prevention*, 623 F.3d 1371, 1379 (11th Cir. 2010).

Under the clear and conspicuous choice-of-law clause on the first page of the loan agreement, Plaintiff agreed to the application of tribal law, which does not have a maximum interest rate.¹⁵ Specifically, the clause provides:

THE BORROWER EXPRESSLY CONSENTS AND AGREES THAT THIS LOAN IS MADE WITHIN THE TRIBE'S JURISDICTION AND IS SUBJECT TO AND GOVERNED BY TRIBAL LAW AND NOT THE LAW OF BORROWER'S RESIDENT STATE.

Ex. 1 at 1. The agreement further cautioned that if Plaintiff wanted the protections of her home state law, she should consider securing a loan elsewhere—for example, a “licensed lender in [her] state.” *Id.* Plaintiff did not do this. Instead, she agreed to be bound by the instant choice of law provision. Before executing the loan agreement, Plaintiff was also required to (and did) check a box acknowledging that she “agree[d] that this Loan is governed by the laws of the Chippewa Cree Tribe and is not subject to the provisions or protections of the laws of your home state or any other state.” *Id.* at 9. Because the agreed upon interest rate comports with tribal law, Plaintiff cannot state a claim under FCCPA or CRCPA.

Under Florida law, courts will “enforce choice-of-law provisions unless the law of the chosen forum contravenes strong public policy.” *Mazzoni Farms v. E.I. Dupont De Nemours & Co.*, 761 So. 2d 306, 311 (Fla. 2000).¹⁶ The “term strong public policy means that the public policy must be sufficiently important that it outweighs the policy protecting freedom of

¹⁵ See Ex. 5 (Chippewa Cree Tribal Lending and Regulatory Code, Section 10-3-201: “Unless a maximum Interest rate or charge is specifically established elsewhere in this Title or the other laws of the Tribe, there is no maximum Interest rate or charge, or usury rate restriction between or among Persons if they establish the Interest rate or charge by written agreement. The Creditor and the Consumer can agree upon what fees and charges may be assessed as set forth in any written agreement between the Creditor and the Consumer.”).

¹⁶ The validity of the choice-of-law clause should be determined by tribal law. But, even if Florida law applies, the clause is still valid for the reasons described in this section.

contract.” *L’Arbalete, Inc. v. Zaczac*, 474 F. Supp. 2d 1314, 1321 (S.D. Fla. 2007) (citation omitted). Florida’s usury laws do not meet this standard.

The Florida Supreme Court has expressly held that “Florida’s usury statute prohibiting certain interest rates does not establish a strong public policy against two parties’ contractually agreeing to apply another state’s law, under which the agreement was valid.” *L’Arbalete*, 474 F. Supp. 2d at 1321 (quoting *Burroughs Corp. v. Suntogs of Miami, Inc.*, 472 So. 2d 1166, 1167 (Fla. 1985)). The Florida Supreme Court has explained:

A prime objective of both choice of law . . . and of contract law is to protect the justified expectations of the parties. Subject only to rare exceptions, the parties will expect on entering a contract that the provisions of the contract will be binding upon them Usury is a field where this policy of validation is particularly apparent (T)he courts deem it more important to sustain the validity of a contract, and thus to protect the expectations of the parties, than to apply the usury law of any particular state.

Id. at 1322 (quoting *Cont’l Mortg. Investors v. Sailboat Key*, 395 So. 2d 507, 511 (Fla. 1981)); *see also Wilmington Trust, N.A. v. Estate of Gonzalez*, No. 15-23370, 2016 U.S. Dist. LEXIS 197985, at *23 n.3 (S.D. Fla. Nov. 1, 2016) (“Florida courts will enforce a choice of law agreement even if it is expressly designed to evade Florida’s usury laws.”) (citation omitted).

Here, the loan agreement plainly calls for the application of the law of the Tribe, and the Tribe’s law provides that “there is no maximum Interest rate or charge, or usury rate restriction between or among Persons if they establish the Interest rate or charge by written agreement.” Ex. 5 (Chippewa Cree Tribal Lending and Regulatory Code, Section 10-3-201). When this Court applies tribal law to the loan agreement (as the loan agreement mandates and Florida law supports), Plaintiff’s FCCPA and CRCPA claims fail because the loan is not usurious or unlawful in any way. *See Wilmington Trust*, 2016 U.S. Dist. LEXIS 197985, at *23 n.3 (“Given that Utah does not have a law barring usurious loan transactions, if this Court were to apply Utah

law, the loan would not be usurious.”).¹⁷ This pleading defect cannot be remedied because the tribal choice-of-law clause will always displace Florida law. Accordingly, dismissal on this ground must be with prejudice.

2. Counts II and III: Plaintiff Has Not Suffered Any Economic Injury

In addition to the fact that Plaintiff’s loan is lawful under tribal law, her claims against Defendants for allegedly violating CRCPA are also meritless because she has not suffered any monetary damages as a result of the loan she obtained from Plain Green. Only a “person who proves by clear and convincing evidence that . . . she has been *injured* . . . shall have a cause of action” based on an alleged civil CRCPA violation, commonly referred to as Florida’s RICO

¹⁷ Further, Florida usury laws cannot be enforced against Defendants because doing so would amount to an improper state regulation of on-reservation activity in contravention of well-established preemption and infringement principles. *See White Mountain Apache Tribe v. Bracker*, 448 U.S. 136 (1980); *Williams v. Lee*, 358 U.S. 217 (1959). In signing her loan agreement, Plaintiff acknowledged that the loan was formed on the reservation, as Plain Green “does not have a presence in Montana or any other state of the United States of America.” Ex. 1 at 7; *cf. Marquette Nat’l Bank v. First of Omaha Serv. Corp.*, 439 U.S. 299, 312 (1978) (rejecting argument that the location of a national bank should depend on the location of the borrower when considering whether it could charge out-of-state customers an interest rate permitted by the bank’s home state because “[i]f the location of the bank were to depend on the whereabouts of each . . . transaction, the meaning of the term ‘located’ would be so stretched as to throw into confusion the complex system of modern interstate banking”). Thus, application of Florida usury laws to this on-reservation matter would be an affront to the “tradition of Indian sovereignty over the reservation” that is “reflected and encouraged in a number of Congressional enactments demonstrating a firm federal policy of promoting tribal self-sufficiency and economic development.” *See Bracker*, 448 U.S. at 143.

In a similar vein, the “Commerce Clause . . . precludes the application of a state statute to commerce that takes place wholly outside of the State’s borders, whether or not the commerce has effects within the State[.]” *Healy v. Beer Inst.*, 491 U.S. 324, 336 (1989) (citation omitted). Where, as here, a contract has been formed outside of Florida, the extraterritoriality principle “make[s] clear, the fact that a particular transaction may affect or impact [Florida] does not license [Florida] to regulate commerce which occurs outside of its jurisdiction.” *See Dean Foods Company v. Brancel*, 187 F.3d 609, 619-20 (7th Cir. 1999); *Carolina Trucks & Equip., Inc. v. Volvo Trucks of N. Am., Inc.*, 492 F.3d 484, 489-91 (4th Cir. 2007) (declining to interpret South Carolina law in a way that would apply to transactions executed in Georgia). Accordingly, application of Florida usury laws to this matter—which arises from purely on-reservation conduct—would contravene long-established preemption and infringement principles and violate the commerce clause.

statute. *See* Section 772.104(1), Florida Statutes; *Soltero v. Swire Dev. Sales, Inc.*, 485 F. App'x 377, 379 (11th Cir. 2012) (“a plaintiff must show injury to prevail on a RICO claim”) (citing Section 772.104(1), Florida Statutes). To demonstrate one has been injured requires showing a pecuniary loss. *See Bortell v. White Mts. Ins. Group, Ltd.*, 2 So. 3d 1041, 1047 (Fla. 4th DCA 2009); *Townsend v. City of Miami*, No. 03-21072, 2007 U.S. Dist. LEXIS, at *7 (S.D. Fla. Nov. 7, 2007).

Here, Plaintiff’s alleged financial harm is solely based on the “overdraft fees of at least \$100” she claims to have incurred because of “Plain Green’s attempts to withdraw funds” from her insufficiently funded bank account. Compl. ¶ 129. But, while Plaintiff does not openly advertise this fact, Plaintiff does acknowledge that she received a \$1,000 loan from Plain Green and has not repaid a single dollar of that loan. *See* Compl. ¶ 10; *id.* Exs. A, B. Rather than suffering an economic injury, Plaintiff has actually financially benefited from her transaction with Plain Green.¹⁸ Without an injury, Plaintiff’s CRCPA claims must be dismissed.

V. CONCLUSION

For the reasons set forth above, the Complaint should be dismissed.

June 8, 2020.

Respectfully submitted,

By: /s/David J. Zack

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*Counsel for Plain Green, LLC and Harlan Gopher
Baker*

¹⁸ As explained in the Introduction above, that financial benefit includes the \$1,000 she obtained from Plain Green and the \$7,500 she received from her lawsuit against the debt buyer.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served by Notice of Electronic Filing generated by CM/ECF, on June 8, 2020, on all counsel or parties of record on the Service List below.

By: /s/David J. Zack

Service List

Bryan J. Geiger
bgeiger@seraphlegal.com
Seraph Legal, P.A.
2002 East Fifth Avenue, Suite 104
Tampa, FL 33605
Tel: 813-567-1230

Counsel for Sophia Booker

Exhibit 1

THIS AGREEMENT SHALL NOT CONSTITUTE A "NEGOTIABLE INSTRUMENT"

Plain Green Consumer Installment Loan Agreement

Loan Number: [REDACTED]

Plain Green, LLC
93 Mack Road, Suite 600
PO Box 270
Box Elder, Montana 59521

PLEASE READ THESE IMPORTANT DISCLOSURES CAREFULLY

HIGH COST CREDIT DISCLOSURE: THIS LOAN IS NOT INTENDED TO MEET LONG-TERM FINANCIAL NEEDS. THIS LOAN SHOULD BE USED ONLY TO MEET SHORT-TERM CASH NEEDS. RENEWING THE LOAN RATHER THAN PAYING THE DEBT IN FULL WILL REQUIRE ADDITIONAL FINANCE CHARGES.

THE LENDER (HEREINAFTER REFERRED TO AS "PLAIN GREEN, LLC" OR "PLAIN GREEN") IS THE TRIBAL GOVERNMENTAL LENDING ARM OF THE CHIPPEWA CREE TRIBE OF THE ROCKY BOY'S RESERVATION, MONTNA (HEREINAFTER REFERRED TO AS THE "TRIBE"). PLAIN GREEN IS OWNED BY THE TRIBE AND FORMED UNDER TRIBAL LAW FOR THE EXPRESS PURPOSE OF GENERATING REVENUE FOR TRIBAL GOVERNMENTAL PURPOSES. PLAIN GREEN OPERATES WITHIN THE TRIBE'S RESERVATION. BOTH THE TRIBE AND PLAIN GREEN ARE IMMUNE FROM SUIT IN ANY COURT UNLESS THE TRIBE, THROUGH ITS TRIBAL BUSINESS COMMITTEE, EXPRESSLY WAIVES THAT IMMUNITY. WAIVER MAY ONLY BE MADE THROUGH A FORMAL, WRITTEN TRIBAL RESOLUTION FROM THE TRIBAL BUSINESS COMMITTEE. PLAIN GREEN IS REGULATED BY THE TRIBAL CONSUMER PROTECTION BUREAU (THE "BUREAU"). CONSUMERS HAVE THE RIGHT TO SUBMIT COMPLAINTS TO THE BUREAU IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROCESS SET FORTH IN THIS AGREEMENT AND SUBJECT TO THE REGULATORY AUTHORITY OF THE BUREAU IN ACCORDANCE WITH TRIBAL LAW.

Lender:
Plain Green, LLC

Borrower's Name:
Sophia Booker

Origination Date: 01/04/2019
This is the date that interest begins to accrue

Borrower's Id: [REDACTED]

Disbursement Date: On or about: 01/04/2019
This is the date that the Loan proceeds are released.

Borrower's Address:
[REDACTED]
[REDACTED]

Effective Date: 01/04/2019
This is the date that interest begins to accrue

Borrower's Bank and Account Number for ACH Tranfers (the "Bank Account"):
[REDACTED]

Final Payment Due Date: 02/21/2020
This is the Loan maturity date

In this Plain Green Consumer Installment Loan Agreement (this "Agreement"), "you" and "your" refer to the Borrower identified above. "Tribal Law" means any tribal law or regulation duly enacted by the Chippewa Cree Tribe. "Loan" means the Plain Green consumer installment loan made by the tribal government lender to Borrower under this Agreement.

IMPORTANT DISCLOSURE OF THE TERMS AND CONDITIONS OF THIS LOAN

THE BORROWER EXPRESSLY CONSENTS AND AGREE THAT THIS LOAN IS MADE WITHIN THE TRIBE'S JURISDICTION AND IS SUBJECT TO AND GOVERNED BY TRIBAL LAW AND NOT THE LAW OF THE BORROWER'S RESIDENT STATE. THE BORROWER IS STRONGLY CAUTIONED THAT IF THE BORROWER DOES NOT UNDERSTAND THIS CONSENT, OR DOES NOT WISH TO EXPRESSLY CONSENT TO TRIBAL JURISDICTION OR DOES NOT WISH TO HAVE THE LOAN GOVERNED BY LAWS OF THE TRIBE, THEN THE BORROWER SHOULD REFRAIN FROM ACCEPTING THIS LOAN OR RESCIND THE LOAN WITHIN THE TERMS OF THIS AGREEMENT. ACCEPTING THIS LOAN SHALL BE DEEMED EXPRESS CONSENT TO TRIBAL JURISDICTION AND EXPRESS CONSENT THAT THE LOAN SHALL BE GOVERNED BY THE LAWS OF THE TRIBE. THE BORROWER'S RESIDENT STATE'S LAW MAY HAVE INTEREST RATE LIMITS AND OTHER CONSUMER PROTECTION PROVISIONS THAT ARE MORE FAVORABLE TO THE BORROWER. IF THE BORROWER WISHES TO HAVE THE BORROWER'S RESIDENT STATE'S LAW APPLY TO ANY LOAN THAT THE BORROWER OBTAINS, THE BORROWER SHOULD CONSIDER OBTAINING A LOAN FROM A LICENSED LENDER IN THE BORROWER'S STATE. IN ANY EVENT, THE BORROWER SHOULD CAREFULLY EVALUATE THE BORROWER'S FINANCIAL OPTIONS BEFORE OBTAINING ANY LOAN.

PLAIN GREEN LOANS CARRY A HIGH INTEREST RATE AND ARE NOT INTENDED TO PROVIDE A SOLUTION FOR LONGER TERM CREDIT OR OTHER FINANCIAL NEEDS. ALTERNATIVE FORMS OF CREDIT MAY BE LESS EXPENSIVE AND MORE SUITABLE FOR A BORROWER'S FINANCIAL NEEDS.

PLEASE CONSIDER YOUR ABILITY TO REPAY A LOAN. IF YOU ARE HAVING FINANCIAL DIFFICULTIES, YOU SHOULD SEEK THE ASSISTANCE OF FINANCIAL COUNSELORS. BEFORE SIGNING THIS AGREEMENT, PLEASE CAREFULLY READ ITS TERMS. YOUR SIGNATURE AND ACCEPTANCE OF THIS LOAN WILL BE DEEMED PROOF THAT YOU HAVE READ THIS AGREEMENT, YOU HAVE APPROVED OF ALL OF ITS TERMS, YOU HAVE EXPRESSLY CONSENTED TO TRIBAL JURISDICTION, YOU HAVE PROVIDED THE PLAIN GREEN WITH THE MOST CURRENT AND ACCURATE EMPLOYMENT, CREDIT, INCOME, AND ASSET HISTORY REQUIRED FOR PLAIN GREEN TO ASSESS YOUR ELIGIBILITY AND CREDITWORTHINESS, AND YOU AFFIRMATIVELY ACKNOWLEDGE THAT YOU ARE ABLE TO REPAY THIS LOAN ACCORDING TO THE TERMS OF THIS AGREEMENT.

TRUTH IN LENDING DISCLOSURES: Plain Green provides the following Truth-In-Lending disclosures so that you can compare the cost of this Loan to other loan products you might obtain in the United States. Plain Green's inclusion of these disclosures does not mean that Plain Green consents to the application of state or federal law to Plain Green, to the Loan, or this Agreement.

TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate 376.96%	FINANCE CHARGE The dollar amount the credit will cost you \$3,143.95	Amount Financed The amount of the credit provided to you or on your behalf. \$ 1,000.00	Total of Payments The amount you will have paid after making all payments as scheduled. \$ 4,143.95
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PAYMENT SCHEDULE: Your Payment Schedule will be as set forth in the following table, with each due date being referred to herein as a "Payment Due Date"

Number of Payments	Amount of Payments	When Payments Are Due
1	\$138.19	01/11/2019
2	\$138.19	01/25/2019
3	\$138.19	02/08/2019
4	\$138.19	02/22/2019
5	\$138.19	03/08/2019
6	\$138.19	03/22/2019
7	\$138.19	04/05/2019
8	\$138.19	04/19/2019
9	\$138.19	05/03/2019
10	\$138.19	05/17/2019
11	\$138.19	05/31/2019
12	\$138.19	06/14/2019
13	\$138.19	06/28/2019
14	\$138.19	07/12/2019
15	\$138.19	07/26/2019
16	\$138.19	08/09/2019
17	\$138.19	08/23/2019
18	\$138.19	09/06/2019
19	\$138.19	09/20/2019
20	\$138.19	10/04/2019
21	\$138.19	10/18/2019
22	\$138.19	11/01/2019
23	\$138.19	11/15/2019
24	\$138.19	11/29/2019
25	\$138.19	12/13/2019
26	\$138.19	12/27/2019
27	\$138.19	01/10/2020
28	\$138.19	01/24/2020
29	\$138.19	02/07/2020
30	\$136.44	02/21/2020

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

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

Itemization of Amount Financed:

Amount Given to you directly:	\$1,000.00
<i>Plus</i> , Amount paid on your account with Lender - Loan #	\$0.00
<i>Equals</i> , Amount Financed:	\$1,000.00

PROMISE TO PAY: You promise to pay to the order of Plain Green or to any assignee of Plain Green or subsequent holder of this Agreement the principal sum of \$1,000.00 plus interest from the Effective Date of this Loan at the rate of 378.00% per year until this Loan is repaid in full. You agree to make payments in the amounts and on or before the Payment Due Dates shown in the Payment Schedule above. You also promise to pay to Plain Green or to any assignee of Plain Green or subsequent holder of this Agreement all other fees and charges provided for under this Agreement.

INTEREST: Interest will accrue daily on the unpaid principal balance of this Loan, beginning on the Effective Date, until paid in full. Plain Green calculates interest based on a 365-day year. In calculating your payments, Plain Green has assumed you will make each payment on the day and in the amount due. If any payment is received after the Payment Due Date, you must pay any additional interest that accrues after the Payment Due Date. If any payment is made before a Payment Due Date, the interest due on the scheduled payment will be reduced, and you will owe less interest. The amount of any decrease or increase in interest due will affect the amount of your final payment.

If the amount of any payment is not enough to pay the interest due, the unpaid interest will be paid from your next payment(s, if any, and will not be added to the principal balance. If your payments are less than the interest due, you will owe more money and it will become very difficult to pay off your Loan. Time is of the essence, which means that there are no grace periods for when payments must be made. There are no separate late charges if you fail to make payments in accordance with the Payment Schedule. However, if you do not make each payment in full on the Payment Due Dates as agreed, Plain Green may continue to charge interest on past due amounts at the interest rate set forth in the "Promise to Pay" section. The interest rate and other charges under this Agreement will never exceed the highest rate or charge allowed by Tribal Law or this Agreement. If the amount collected is found to exceed the highest rate or charge allowed, Plain Green will refund an amount necessary to comply with Tribal Law and this Agreement.

PAYMENTS: Plain Green will apply your payments in the following order: (1) to any fees due, (2) to accrued but unpaid interest, and (3) to principal amounts outstanding. If you choose to pay via ACH Authorization, each scheduled payment, plus any fees due to Plain Green (if applicable), will be debited from your Bank Account on each Payment Due Date. See the ACH Authorization below for further information. If you choose to receive your Loan proceeds via check and to repay all amounts due pursuant to this Agreement via check, money order or certified check, please mail each payment payable to Plain Green, LLC, Payment Processing, PO Box 42560, Philadelphia, PA 19101 (or by overnight mail or courier service to Plain Green, LLC c/o MetaSource, 1900 Frost Road, Suite 100, Bristol, PA 19007), in time for Plain Green to receive the payment by 5:00 p.m. Eastern Time on the Payment Due Date.

PREPAYMENT: You may prepay this Loan in whole or in part at any time without penalty. If you prepay in part, you must still make each later payment according to the Payment Schedule above until this Loan is paid in full. Any amounts you prepay will not continue to accrue interest.

RIGHT OF RESCISSION: You may rescind or cancel this Loan if you do so on or before 5:30 p.m., Eastern Time, on the fifth business day after the Origination Date (the "Rescission Deadline"). To cancel, call Plain Green at (866) 420-7157 and request to rescind or cancel this Loan. Then, provide Plain Green written notice of rescission as directed by the customer service representative.

If you have provided an ACH Authorization: If Plain Green timely receives your written notice of rescission on or before the Rescission Deadline but before the Loan proceeds have been credited to your Bank Account, Plain Green will not deposit your Loan proceeds to your Bank Account and both Plain Green's and your obligations under this Agreement will be rescinded. If Plain Green timely receives your written notice of rescission on or before the Rescission Deadline but after the Loan proceeds have been credited to your Bank Account, Plain Green will debit your Bank Account for the principal amount owing under this Agreement. If Plain Green receives payment of the principal amount via the debit, Plain Green's and your obligations under this Agreement will be rescinded. If Plain Green does not receive payment of the principal amount via the debit, then the Agreement will remain in full force and effect until all amounts owed under this Agreement are repaid in full, including any interest and fees.

If you have elected to receive your Loan proceeds via check delivered by mail: If Plain Green timely receives your written notice of rescission on or before the Rescission Deadline, and (a) if Plain Green has not mailed the check representing the Loan proceeds to you or (b) if you have not cashed the check representing the Loan proceeds, then Plain Green will cancel the check and both Plain Green's and your obligations under this Agreement will be rescinded. If you have cashed the check representing the Loan proceeds, you must return the full amount of cash you received to Plain Green by the Rescission Deadline. If Plain Green receives the full amount by the Rescission Deadline, Plain Green's and your obligations under this Agreement will be rescinded. If Plain Green does not receive the full amount by the Rescission Deadline, then the Agreement will remain in full force and effect until all amounts owed under this Agreement are repaid in full, including any interest and fees.

Any pre-assessed fee shall not be deemed security for this Loan and shall be returned by a credit entry to your Bank Account within three (3) business days of an effective rescission.

CHECK CONVERSION NOTIFICATION: When you provide a check as payment, you agree Plain Green may use information from your check to

(a) make a one-time electronic withdrawal from your Bank Account or (b) process the payment as a check transaction. When Plain Green uses information from your check to make a withdrawal from your Bank Account, funds may be withdrawn from your Bank Account as soon as the same day Plain Green receives your payment, and you will not receive your check back from your financial institution. For questions, please call Plain Green's customer service phone number, (866) 420-7157.

RETURNED PAYMENT FEES; BORROWER BANK CHARGES: If any payment made by you on this Loan is not honored or cannot be processed for any reason, including not enough money in your Bank Account, you agree to pay Plain Green a fee of \$30.00 and you agree that Plain Green may recover court costs and reasonable attorney's fees incurred by Plain Green. If you have elected to repay this Loan via ACH debits to your Bank Account, for each returned payment, you authorize Plain Green and its agents and representatives to make a one-time withdrawal from your Bank Account to collect this fee. Your financial institution may also charge a fee if your Bank Account becomes overdrawn or if a payment is attempted against your Bank Account that would cause it to become overdrawn. You will not hold Plain Green or our agents, representatives, successors or assigns responsible for any such fee you must pay.

SECURITY: No security interest is taken or given in connection with this Loan. **REFINANCE POLICY:** Subject to Plain Green credit policies, Plain Green will determine, in its sole discretion, whether your Loan may be refinanced.

DEFAULT: "Default" of this Agreement will occur if: (a) you provide false or misleading information about yourself, your employment or your financial condition prior to entering into this Agreement, (b) you fail to make a payment in full by the applicable Payment Due Date or if your payment is returned to Plain Green for any reason, or (c) you file bankruptcy or become a debtor under U.S. federal bankruptcy laws.

CONSEQUENCES OF DEFAULT: In the event of a Default, Plain Green may choose to do any one or more of the following things: (a) require you to immediately pay everything you owe under this Agreement; (b) if you have elected to repay this Loan via ACH debits to your Bank Account, continue to withdraw regularly scheduled payments and fees from your Bank Account; and (c) pursue all legally available means to collect the balance due. By signing this Agreement you waive notice of default, dishonor, demand for payment, protest, presentment, and any other notice. Amounts you owe Plain Green may include the unpaid principal balance of this Loan, all unpaid accrued fees and interest (including unpaid interest owing on past due amounts), and any costs and fees Plain Green incurs in connection with this Agreement. By choosing to exercise any one of more of these remedies, Plain Green does not waive its right to use another remedy later. Plain Green may decide not to use any of the remedies described above. In any event, Plain Green shall have and may exercise any and all rights and remedies available to it through tribal law and or in equity. Any claims or defenses whatsoever asserted by or on behalf of Borrower shall be subject to the dispute resolution process and jurisdiction agreed to in this Agreement.

CREDIT REPORTING: You agree that Plain Green may make inquiries concerning your credit history and standing, and may report information concerning your performance under this Agreement to credit reporting agencies. Late payments, missed payments or other defaults on your Loan may be reflected in your credit report. **CHANGE OF PRIMARY RESIDENCE:** You agree to notify Plain Green of any change in your primary residence as soon as practicable, but no later than five (5) days after any change. You agree that the address provided on this Agreement will govern this Agreement until you have met all obligations under this Agreement and that any subsequent change in your primary residence will not affect the terms or enforceability of this Agreement.

CORRESPONDENCE WITH LENDER: General correspondence with Plain Green concerning this Loan, this Agreement or your relationship with Plain Green must be directed to Plain Green at the following address: Plain Green, LLC, 93 Mack Road, Suite 600, PO Box 270, Box Elder, Montana 59521. Communications related to the bankruptcy of the Borrower must be directed to Plain Green at the following address: Plain Green, LLC, Attn: Bankruptcy Handling, 93 Mack Road, Suite 600, PO Box 270, Box Elder, Montana 59521.

FORCE MAJEURE: Unavoidable delays as a result of inadvertent processing errors and/or "acts of God" may extend the time for the deposit of Loan proceeds and the processing of payments owing hereunder.

TRANSFER OF RIGHTS; HYPOTHECATION AND MAINTENANCE OF REGISTER: This instrument is non-negotiable in form but may be pledged as collateral security. If so pledged, any payment made to the payee, either of principal or of interest, upon the debt evidenced by this obligation, shall be considered and construed as a payment on this instrument, the same as though it were still in the possession and under the control of the payee named herein; and the pledgee holding this instrument as collateral security hereby makes said payee its agent to accept and receive payments hereon, either of principal or of interest.

You agree that Plain Green may assign or transfer this Agreement, or any of our rights hereunder, to any other person or entity without prior notice to or consent from you. Regardless of any transfer, this Agreement shall remain exclusively subject to Tribal Law and remain within jurisdiction of the courts of the Tribe. Plain Green (in its capacity as "Registrar"), acting solely for this purpose as your irrevocably appointed agent, shall maintain at an office located in the United States a copy of each assignment of this Agreement delivered to it and a register (the "Register") for the recordation of the names and addresses of the original owner, assignees, and persons holding participation interests in the Loan, and the amounts of principal and interest owing to each from time to time pursuant to the terms of this Loan. The Register may be in electronic form. The entries of the Register shall be conclusive, and you, the Registrar, the Plain Green and all of its assignees and participants shall treat each person whose name is recorded in the Register pursuant to these terms as the owner of such principal and interest payments for all purposes of this Agreement, notwithstanding notice to the contrary. The name of the owner in the Register shall be available to you by written request to Plain Green, as Registrar, at any reasonable time and from time to time upon reasonable prior notice. The foregoing is intended to result in this Agreement being in "registered form" within the meaning of U.S. Treasury Regulations Section 1.871-14(c) and Sections 163(f), 871(h) and 881(c) of the Internal Revenue Code of 1986, as amended, and shall be interpreted and applied in a manner consistent therewith. Any fees and expenses of Plain Green as Registrar for its services shall be charged to the registered owner of the loan and not to you.

SUCCESSORS AND ASSIGNS: This Agreement is binding upon your heirs and personal representatives in probate and upon anyone to whom you assign your assets or who succeeds you in any other way; provided, however, that you may not assign or transfer this Agreement except with Plain Green's prior written consent.

SERVICING COMMUNICATIONS AND COMMUNICATIONS AFTER DEFAULT: You authorize Plain Green and its authorized representatives to contact you according to your consent provided in your application or according to your account preferences, as modified by you after submitting your application. This may include (i) calling you during reasonable hours at any of the phone numbers listed on your most recent application (a) prior to each Payment Due Date to remind you of the payment due and (b) and for other matters related to your account, (ii)

contacting you by text message or other wireless communication method on the mobile phone number listed on your application, (iii) leaving a message with a person or a voice mail service, and (iv) contacting you using auto-dialers or pre-recorded messages, including calls to your mobile phone.

ACH AUTHORIZATION

(applies only if (a) you select the electronic funding/payment option below or
(b) authorize recurring Debit Card payments)

This ACH Authorization is a part of and relates to this Agreement. You voluntarily authorize Plain Green, and our successors, affiliates, agents, representatives, employees and assigns, to initiate automatic credit and debit entries to your Bank Account in accordance with this Agreement. You agree that Plain Green will initiate a credit entry to your Bank Account for the Amount Financed on or about the Disbursement Date. You agree that Plain Green will initiate a debit entry to your Bank Account on each Payment Due Date in the payment amount described in the Payment Schedule. For each scheduled payment, whenever a debit entry to your Bank Account is returned to Plain Green for any reason, Plain Green may initiate a debit entry to your Bank Account up to two additional times after the first attempt for each scheduled payment amount. You also agree that Plain Green will initiate a debit entry for any accrued returned payment fees and any interest that accrues on overdue amounts. If your payment is due on a non-business day, it will be processed on the next business day.

You agree that this ACH Authorization is for repayment of a consumer installment loan and that payments shall recur at substantially regular intervals as set forth in this Agreement. This ACH Authorization is to remain in full force and effect for this transaction until you pay your Loan, including any interest and fees, in full. You may revoke this ACH Authorization by contacting Plain Green directly or by contacting your financial institution. If you revoke your ACH Authorization, you agree to make payments to Plain Green by check, certified check or money order as set forth in the "Payments" section above. In no event will any revocation of this ACH Authorization be effective with respect to entries processed by Plain Green prior to its receiving such revocation.

You agree that Plain Green may obtain information about you and your Bank Account from your bank and/or consumer reporting agencies until all amounts owing pursuant to this Agreement are paid in full. If there is any missing or incorrect information in or with your application regarding your bank, bank routing number, or account number, then you authorize Plain Green to verify and correct such information.

Your bank may charge you a fee in connection with Plain Green's credit and/or debit entries. Contact your financial institution for more information specific to your Bank Account. This ACH Authorization is subject to the following provisions:

This ACH Authorization is subject to the following provisions:

(1) *Right to stop payment and procedure for doing so.* If you have told Plain Green in advance to make regular payments out of your Bank Account, you can stop any of these payments. Here's how: Call Plain Green at (866) 420-7157, or send a written request to Plain Green, 93 Mack Road, Suite 600, PO Box 270, Box Elder, Montana 59521. In order for a cancellation request to be effective by a specific date or for a specific payment, Plain Green must receive the cancellation request three (3) business days or more before that date or before that payment is scheduled to be made. If you call, Plain Green may also require you to put your request in writing and submit to Plain Green within 14 days of your call.

(2) *Liability for failure to stop payment of preauthorized transfer.* If you order Plain Green to stop a payment at least three (3) business days or more before the debit is scheduled, and Plain Green fails to stop such payment, Plain Green will be liable for your losses or damages.

(3) *Notice of varying amounts.* You will receive a notice at least 10 days before a payment is debited from your Bank Account if the payment Plain Green is going to debit from your Bank Account varies from the amount disclosed in the Schedule of Payments above. You have the right to receive notice of all varying amounts.

This ACH Authorization is a payment mechanism only and does not give Plain Green collection rights greater than those otherwise contained in this Agreement. This ACH Authorization does not constitute and is not intended to constitute a security interest under Tribal Law.

If you associate one or more debit cards with your account with Plain Green (each a "Debit Card") and authorize Plain Green to initiate recurring payments on your Loan using a Debit Card, the terms of the foregoing ACH Authorization will apply equally to recurring payments made by Debit Card

ENTIRE AGREEMENT; SEVERABILITY. This Agreement, including the Waiver of Jury Trial and Arbitration Agreement, constitutes the entire agreement between Borrower and Plain Green, and it may not be contradicted by evidence of prior or contemporaneous oral agreements between them. If any provision of this Agreement is held unenforceable, including any provision of the Waiver of Jury Trial and Arbitration Agreement, the remainder of this Agreement shall remain in full force and effect.

GOVERNING LAW; NON-APPLICABILITY OF STATE LAW; INTERSTATE COMMERCE: This Agreement and the Agreement to Arbitrate are governed by Tribal Law. The Agreement to Arbitrate also comprehends the application of the Federal Arbitration Act, as provided below. Plain Green does not have a presence in Montana or any other state of the United States of America. Neither this Agreement nor the Plain Green is subject to the laws of any state of the United States. Plain Green may choose to voluntarily use certain federal laws as guidelines for the provision of services. Such voluntary use does not represent acquiescence of the Chippewa Cree Tribe to any federal law unless found expressly applicable to the operations of the Chippewa Cree Tribe. You and Plain Green agree that the transaction represented by this Agreement involves interstate commerce for all purposes.

WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT

This Agreement includes the following binding Waiver of Jury Trial and Arbitration Agreement (the "Agreement to Arbitrate"). You may opt out of the Agreement to Arbitrate by following these instructions:

RIGHT TO OPT-OUT: IF YOU DO NOT AGREE TO ARBITRATE ALL DISPUTES (DEFINED BELOW) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT TO ARBITRATE, YOU MUST ADVISE PLAIN GREEN IN WRITING EITHER BY (A) MAIL DELIVERY OF A LETTER POSTMARKED NO LATER THAN 60 DAYS FOLLOWING THE ORIGINATION DATE SET FORTH AT THE TOP OF THIS AGREEMENT, TO 93 MACK ROAD, PO BOX 270, BOX ELDER, MONTANA 59521, OR (B) EMAIL DATED NO LATER THAN 60 DAYS FOLLOWING THE ORIGINATION DATE SET FORTH AT THE TOP OF THIS AGREEMENT TO SUPPORT@PLAINGREENLOANS.COM. YOUR OPT-OUT CORRESPONDENCE MUST CLEARLY PRINT OR TYPE YOUR NAME AND ACCOUNT NUMBER OR SOCIAL SECURITY NUMBER AND STATE THAT YOU REJECT ARBITRATION. YOUR REJECTION OF ARBITRATION WILL NOT BE EFFECTIVE IF IT IS NOT IN WRITING OR IF IT IS DATED LATER THAN 60 DAYS FOLLOWING THE ORIGINATION DATE SET FORTH AT THE TOP OF THIS AGREEMENT; IT IS NOT SUFFICIENT TO TELEPHONE PLAIN GREEN. IN THE EVENT YOU OPT OUT OF THE AGREEMENT TO ARBITRATE, ANY DISPUTES SHALL BE GOVERNED UNDER TRIBAL LAW AND MUST BE BROUGHT IN THE CHIPPEWA CREE TRIBAL COURT.

PLEASE CAREFULLY READ THIS AGREEMENT TO ARBITRATE. UNLESS YOU EXERCISE YOUR RIGHT TO OPT-OUT OF ARBITRATION AS DESCRIBED ABOVE, YOU AGREE THAT ANY DISPUTE YOU HAVE RELATED TO THIS AGREEMENT WILL BE RESOLVED THROUGH BINDING ARBITRATION. ARBITRATION REPLACES LITIGATION. BY AGREEING TO ARBITRATE ANY DISPUTES, YOU WAIVE YOUR RIGHT TO GO TO COURT, YOUR RIGHT TO HAVE A JUDGE OR JURY, YOUR RIGHT TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED IN THE ARBITRATION RULES), AND YOUR RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS OR IN ANY CONSOLIDATED ARBITRATION PROCEEDING OR AS A PRIVATE ATTORNEY GENERAL. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE IN ARBITRATION.

AGREEMENT TO ARBITRATE: You and Plain Green agree that any Dispute (defined below) will be resolved by Arbitration.

WHAT ARBITRATION IS: "Arbitration" is a form of alternative dispute resolution where Disputes are presented to an independent third party for resolution. A "Dispute" is any claim or controversy of any kind between you and Plain Green or otherwise involving this Agreement or the Loan. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all federal, state or Tribal Law claims or demands (whether past, present, or future), based on any legal or equitable theory and regardless of the type of relief sought (i.e., money, injunctive relief, or declaratory relief). A Dispute includes any issue concerning the validity, enforceability, or scope of this Agreement or this Agreement to Arbitrate.

For purposes of this Agreement to Arbitrate, (a) the terms "you" and "your" include any co-signer and also your heirs, guardian, personal representative, or trustee in bankruptcy, and (b) the term "Plain Green" means Plain Green, LLC as the Lender, Plain Green's affiliated companies, the Tribe, Plain Green's servicing and collection representatives and agents, and each of their respective agents, representatives, employees, officers, directors, members, managers, attorneys, successors, predecessors, and assigns.

HOW ARBITRATION WORKS: If a Dispute arises, the party asserting the claim or demand must initiate arbitration, provided you or Plain Green may first try to resolve the matter informally or through customary business methods, including collection activity. The party requesting arbitration must choose either of the following arbitration firms for initiating and pursuing arbitration: the American Arbitration Association ("AAA") or JAMS, The Resolution Experts ("JAMS"). If you claim you have a Dispute with Plain Green, but do not initiate arbitration or select an arbitration firm, Plain Green may do so. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating arbitration by contacting them as follows:

JAMS, The Resolution Experts	American Arbitration Association
1920 Main Street, Ste 300	335 Madison Ave, Floor 10
Irvine, CA 92614	New York, NY 10017-4605
Website: http://www.jamsadr.com/	Website: http://www.adr.org/
Telephone: (949) 224-1810 or (800) 352-5267	Telephone: (800) 778-7879

The policies and procedures of the selected arbitration firm applicable to consumer transactions will apply provided such policies and procedures do not contradict this Agreement to Arbitrate or Tribal Law. To the extent the arbitration firm's rules or procedures are different than the terms of this Agreement to Arbitrate, the terms of this Agreement to Arbitrate will apply.

WHAT ARBITRATION COSTS: No matter which party initiates the arbitration, Plain Green will advance or reimburse filing fees and other costs or fees of arbitration, provided each party will be initially responsible for its own attorneys' fees and related costs. Unless prohibited by Tribal Law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

LOCATION OF ARBITRATION: Any arbitration under this Agreement may be conducted either on Tribal land or within thirty (30) miles of your then current residence, at your choice, provided that this accommodation for you shall not be construed in any way (a) as a relinquishment or waiver of the sovereign status or immunity of the Tribe, or (b) to allow for the application of any law other than Tribal Law.

WAIVER OF RIGHTS: BY ENTERING INTO THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO (A) HAVE A JURY TRIAL TO RESOLVE DISPUTES, (B) HAVE A COURT RESOLVE DISPUTES, (C) PARTICIPATE IN A CLASS ACTION LAWSUIT, AND (D) HAVE ACCESS TO DISCOVERY AND OTHER PROCEDURES THAT ARE AVAILABLE IN A LAWSUIT.

The arbitrator has the ability to award all remedies available under Tribal Law, whether at law or in equity, to the prevailing party, except that you and Plain Green agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving individual Disputes. The validity, effect, and enforceability of the waivers of class action lawsuit and classwide arbitration, if challenged, are to be determined solely by a Tribal court of competent jurisdiction and not by the AAA, JAMS, or an arbitrator. If the Tribal court refuses to enforce the class-wide arbitration waiver, the parties agree that the Dispute will proceed in Tribal court and will be decided by a Tribal court judge, sitting without a jury, under applicable Tribal court rules and procedures, and not as a class action lawsuit. As an integral component of accepting this Agreement, you irrevocably consent to the exclusive jurisdiction of the Tribal courts for purposes of this Agreement.

APPLICABLE LAW AND JUDICIAL REVIEW OF ARBITRATOR'S AWARD: THIS AGREEMENT TO ARBITRATE IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY TRIBAL LAW. THE PARTIES ADDITIONALLY AGREE TO LOOK TO THE FEDERAL ARBITRATION ACT AND JUDICIAL INTERPRETATIONS THEREOF FOR GUIDANCE IN ANY ARBITRATION THAT MAY BE CONDUCTED HEREUNDER. The arbitrator shall apply Tribal Law and the terms of this Agreement, including this Agreement to Arbitrate and the waivers included herein. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. The arbitrator shall make written findings and the arbitrator's award may be filed with a Tribal court. The arbitration award shall be supported by substantial evidence and must be consistent with this Agreement and Tribal Law, and if it is not, it may be set aside by a Tribal court upon judicial review. The parties will have the right to judicial review in a Tribal court of (a) whether the findings of fact rendered by the arbitrator are supported by substantial evidence and (b) whether the conclusions of law are erroneous under Tribal Law. Judgment confirming an award in such a proceeding may be entered only if a Tribal court determines that the award is supported by substantial evidence and is not based on legal error under Tribal Law.

SURVIVAL: This Agreement to Arbitrate will survive: (1) the cancellation, payment, charge-off, or assignment of this Agreement; (2) the bankruptcy of any party; and (3) any transfer, sale, or assignment of this Agreement, or any amounts owed under this Agreement, to any other person or entity.

PLEASE CAREFULLY REVIEW THIS AGREEMENT, WHICH INCLUDES A WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT THAT MAY BE ENFORCED BY YOU AND PLAIN GREEN. IF YOU HAVE QUESTIONS, PLEASE CONTACT CUSTOMER SERVICE AT (866) 420-7157.

By electronically signing this Agreement: You certify that all information you gave Plain Green in connection with your application and this Agreement is true and correct, and you authorize Plain Green to verify any information you provided. You give Plain Green consent to obtain information about you from one or more consumer reporting agencies and other sources. **You acknowledge that: (a) you have read, understand, and agree to all of the terms and conditions of (i) this Agreement, including the truth-in-lending disclosures and the Waiver of Jury Trial and Arbitration Agreement, and (ii) Plain Green's Privacy Policy; (b) this Agreement contains all of the terms of the agreement between you and Plain Green and that no representations or promises other than those contained in this Agreement have been made; (c) if you elect below to repay this Loan via ACH debits to your Bank Account, you specifically authorize withdrawals and deposits to and from your Bank Account as described in this Agreement; (d) you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code; (e) this Agreement was filled in before you signed it; (f) you have the ability to print or retain a completed copy of this Agreement; and (g) Plain Green has not made the Loan contingent upon your obtaining any other product or service from Plain Green or anyone else.** You further acknowledge that Plain Green may withhold funding of your Loan until (i Plain Green confirms that you have made all payments on any previous loans with Plain Green, (ii Plain Green verifies that all information you gave Plain Green on your application is true and (iii Plain Green decides whether you meet the requirements to receive the Loan.

Check Here



By checking here and signing below, you understand, acknowledge and agree that Plain Green, LLC is a tribal lending entity wholly owned by Chippewa Cree Tribe of the Rocky Boy's Indian Reservation, Montana, a federally recognized tribe. You further understand, acknowledge and agree that this Loan is governed by the laws of the Chippewa Cree Tribe and is not subject to the provisions or protections of the laws of your home state or any other state. If you wish to have your resident state's law apply to any loan that you obtain, you should consider obtaining a loan from a licensed lender in your state.

Please review and select one of these funding options:

Check Here

ELECTRONIC (as soon as the next business day): By checking here and signing below, you agree to the ACH Authorization set forth in this Agreement, which allows Plain Green to debit and credit your Bank Account for this Loan. You acknowledge and agree that the ACH Authorization is for the benefit of Plain Green, LLC, its affiliates, agents, representatives, employees, successors, and registered assigns. You acknowledge that you are not required to consent to receive funds or repay your Loan by ACH or other electronic payment method.

POSTAL MAIL (allow 7 to 10 days for delivery): By checking here and signing below, you request Loan proceeds be distributed to you by check and delivered by regular mail through the U.S. Postal Service. If you elect to receive your proceeds by mail, you must make payments as explained in the "Payments" section above. You acknowledge that interest begins accruing on the Effective Date set forth at the top of this Agreement.

Sophia Booker (IP: 96.58.118.198)
Borrower Signature:

1/2/2019
Date:

Plain Green, LLC

Date:

Exhibit 2



(/index.php)



Business Committee

Created: 08 January 2018



The Chippewa Cree Tribe of Rocky Boy's Indian Reservation is governed by the Chippewa Cree Tribal Government. The primary leadership of the Tribal Government is comprised of eight Business Committee Members and one Chairman. All are voted in by the members of the Chippewa Cree Tribe to staggering 4-year terms of office. A member of the Business Committee is selected as Vice-Chairman by the Business Committee, while the Chairman runs for election at-large. The Business Committee acts as the Executive and Legislative branches of Tribal Government. A separate board is appointed by the Business Committee to four-year terms to oversee the Judicial branch of the Chippewa Cree Tribal Government.

The mission of the Chippewa Cree Tribal Business Committee of the Rocky Boy's Indian Reservation is to conduct all tribal affairs to the best advantage and understanding of the tribal members. The goal of the Chippewa Cree Tribal Business Committee is to provide services which are to the best advantage and understanding of the Chippewa Cree people.

The Business Committee also appoints individuals from their own ranks and from members of the community to serve on different lesser governing boards. These boards, such as Health Board, Human Services, Natural Resources, Water Resources, and the Community Development Corporation govern the different departments and enterprises of the Chippewa Cree Tribe. Each board, as well as the Business Committee, hold regularly scheduled meetings each month. Some boards may meet more than once a month depending on the needs of the department they oversee. The boards also have their own Chairman, Vice-Chairman, and Secretary who are appointed by majority vote of the respective board. The Chairman of the Sub-Committees report directly to the Business Committee.

Current Chippewa Cree Tribal Business Committee (2018-2020)



Harlan Gopher Baker, *Chairman 2016-2020*



Ted E. Whitford, Sr., *Vice-Chairman 2016-2020*

Exhibit 3

The Chippewa Cree Tribe of the Rocky Boy's Reservation

Phone: (406) 395-4478 or 4270 - Finance Office
(406) 395-4282 or 4821 - Business Committee

31 Agency Square
Box Elder, Montana 59521

No. 79-16

①

A RESOLUTION APPROVING AND ADOPTING THE PROPOSED AMENDMENTS TO THE PLAIN GREEN, LLC ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT

WHEREAS, the Chippewa Cree Business Committee is the governing body of the Chippewa Cree Tribe of the Rocky Boy's Indian Reservation, Montana, by the authority of the Constitution and By-Laws of the Chippewa Cree Tribe approved on the 23rd day of November, 1935; and

WHEREAS, pursuant to their inherent sovereignty and Constitution and By-Laws of the Chippewa Cree Tribe, the Chippewa Cree Business Committee is charged with the duty to promote and protect the health, security, and general welfare of the Chippewa Cree Tribe; and

WHEREAS, the Chippewa Cree Tribe, a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of June 18, 1934, as amended by the Act of June 15, 1935, formed Atoske, LLC and Plain Green, LLC as economic arms of the Tribe which is chartered and wholly owned by the Chippewa Cree Tribe and established pursuant to Article VI, Sec. 1(g) and (p) of the Constitution and By-Laws of the Chippewa Cree Tribe and the Chippewa Cree Tribe Limited Liability Act, as codified in Title 14 of the Chippewa Cree Law and Order Code, as amended; and


WHEREAS, Plain Green, LLC and Atoske, LLC have reviewed, approved, and recommended to the Tribal Business Committee that the Tribe approve and adopt proposed amendments to the Plain Green, LLC Articles of Organization and Operating Agreement; and

WHEREAS, the Tribal Business Committee have reviewed and approved the proposed and recommended amendments and believe approval and adoption of the same is in the best interest of Plain Green, LLC, Atoske, LLC, and the Tribe.

THEREFORE BE IT RESOLVED, the Chippewa Cree Tribe, through the Business Committee, hereby approves and adopts the amended Plain Green, LLC Articles of Organization and Operating Agreement as attached herein, and directs Atoske, LLC and Plain Green, LLC to perform and complete all necessary tasks and duties to facilitate and finalize the same

CERTIFICATION

I, the undersigned, as Secretary/Treasurer of the Business Committee of the Chippewa Cree Tribe certify that the Business Committee is composed of nine (9) members of whom SIX (6) members constituting a quorum were present at a meeting thereof, duly and regularly called, noticed, convened and held this 11th day of August, 2016, and the foregoing Resolution was adopted at said meeting by the affirmative vote of five (5) members for and zero (0) members against, and that the Resolution has not been rescinded or amended in any way.



Chairman, Business Committee



Secretary/Treasurer, Business Committee

**ARTICLES OF ORGANIZATION
OF
PLAIN GREEN, LLC**

**(REVISED DECEMBER 14, 2015, APRIL 1, 2016, AND AUGUST 11, 2016, FROM THE ORIGINAL
ARTICLES OF ORGANIZATION AS APPROVED BY THE CHIPPEWA CREE TRIBAL BUSINESS
COMMITTEE ON MAY 20, 2010)**

The Chippewa Cree Tribe of the Rocky Boy's Indian Reservation ("Tribe"), a federally recognized Indian Tribe organized pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984) (25 U.S.C. § 476) as amended by the Act of June 15, 1935 (48 Stat. 378), acting through the Chippewa Cree Tribal Business Committee, hereby authorizes these Articles of Organization to be filed under the Law and Order Code of the Chippewa Cree Tribe, Title 14, Chippewa Cree Tribe Limited Liability Company Act ("CCTLLA"), for the purpose of creating the Tribal limited liability company called Plain Green, LLC ("Company") described herein.

The Company described herein is to be a wholly owned subsidiary economic arm of Atoske, LLC, a wholly owned economic arm of the Chippewa Cree Tribe. Management of the Company shall be vested in the Manager, and the Company shall be Manager-managed. Atoske, LLC is the sole Member of the Company, and the Member shall be represented by the one (1) Manager appointed by the Member.

Section 1. Name. The name of the Company is:

Plain Green, LLC

Section 2. Duration. The period of existence of the Company shall be perpetual, except that the Company may have these Articles of Organization amended or restated or the Company may be dissolved in accordance with the CCTLLA.

Section 3. Purposes and Powers.

3.1. Purposes. The Company is formed pursuant to and shall be subject to the laws of the Tribe and shall be at all times be a wholly owned subsidiary economic arm of Atoske, LLC. Atoske, LLC, and the Tribe as its sole Member, shall have the sole proprietary interest in, and shall have sole responsibility for the conduct of the activities of, the Company. The purposes for which the Company is organized are:

- (a) To serve the social, economic, educational and health needs of the Tribe;
- (b) To increase Tribal revenues;
- (c) To enhance the Tribe's economic self-sufficiency and self-determination; and
- (d) To provide positive, long-term social, environmental and economic benefits to Tribal members by enhancing the Tribe's business undertakings and prospects.

(e) To generate revenues for Atoske, LLC to utilize in furtherance of the purposes of Atoske, LLC for the benefit of the Tribe and its members.

3.2. Powers. In furtherance of the foregoing purposes the Company shall have all of the rights, powers, privileges and federal immunities of the Tribe. The Company shall have the authority as an instrumentality and agency of the Tribe to carry out all responsibilities as necessary, suitable or proper for the accomplishment of any of its purposes in providing financial services under Tribal law. Without in any way limiting the scope and generality of the foregoing, the Company shall have and may exercise the following powers, including but not limited:

- (a) To engage in any lawful business which may generate revenue for the Tribe to be self-sufficient or provide economic support for the members of the Tribe;
- (b) To engage in online lending and provide an online installment loan product pursuant to Title 10 of the Chippewa Cree Lending and Regulatory Code;
- (c) To engage, participate and provide any type of financial services and other lawful businesses, enterprises or ventures under Tribal laws;
- (d) To provide for Tribal economic development, Tribal e-commerce and internet related business enterprise related activities;
- (e) To provide for a corporate structure for Tribal economic development, Tribal e-commerce and Tribal internet related business enterprise opportunities;
- (f) To provide for Tribal economic development, Tribal e-commerce and internet related business enterprise related activities as an instrumentality and agency under Tribal law;
- (g) To form subsidiary agencies or corporations and to enter into business associations, and other business arrangements;
- (h) To conduct and carry out business either within or outside of the exterior boundaries of the Chippewa Cree Tribe of the Rocky Boy's Indian Reservation pursuant to Tribal laws;
- (i) To buy, sell, lease, and otherwise acquire and maintain buildings, offices, shops and other appurtenances proper and necessary for the carrying on of said business;
- (j) To guarantee, purchase, hold, assign, mortgage, pledge or otherwise dispose of capital stock of, or any bonds, securities or other evidences of indebtedness created by any other corporation or organization that is in existence under the laws of the United States, any state, Indian tribe, nation, government, or country and to exercise all the rights, privileges, and powers of ownership;

(k) To enter into and make contracts of every kind and nature with any person, tribal government agency, firm, association, corporation, municipality, nation and/or Indian tribe;

(l) To purchase, take by gift or bequest, acquire, own lease, manage, operate, deal in and dispose of real and personal property of all kinds and descriptions, whenever situated;

(m) To incur debts and raise, borrow and secure the payment of any money in any lawful manner, including the issue and sale or other disposal of stocks, bonds, indentures, obligations, loans, negotiable and transferable instruments and evidence of indebtedness of all kinds, including the provision of security interests as negotiated by the Company;

(n) To apply for, obtain, register, purchase, lease or otherwise acquire, own, hold, use, operate and introduce, and to sell, assign or otherwise dispose of any trademark, trade name, patent invention, improvements, and processes used in connection with or secured under letters patent, and to use, exercise, develop, grant and give licenses in respect thereto; and

(o) To exercise such powers as are incidental to the Company's powers and as may be at any time permitted under the CCTLLA and deemed desirable to give effect to the Company's purpose.

3.3. Purposes and Powers Not Limited. The enumeration herein of any specific purpose or power shall not be held to limit or restrict in any manner the exercise by the Company of the general powers and privileges now or hereafter conferred by the laws of the Tribe upon limited liability companies formed under the CCTLLA, or the accomplishment of any purpose now or hereafter permitted to the Company pursuant to these Articles of Organization.

Section 4. Immunities of the Company and Personnel.

4.1. Jurisdictional Immunity of the Company. The Chippewa Cree Tribe hereby confers on the Company all of the Tribe's rights, privileges and federal immunities concerning federal, state, and local taxes, regulation, and jurisdiction, to the same extent that the Tribe would have such rights, privileges, and immunities, if it engaged in the activities undertaken by the Company.

4.2. Sovereign Immunity of the Company and Personnel. The Chippewa Cree Tribe hereby confers on the Company sovereign immunity from suit to the same extent that the Tribe would have such sovereign immunity if it engaged in the activities undertaken by the Company. It is the intention of the Chippewa Cree Tribe that the extension to the Company of such sovereign immunity from suit shall apply to the Company's directors, officers, employees and agents to the same extent that the Tribe's directors, officers, employees and agents would have such sovereign immunity if the Tribe engaged in the activities

undertaken by the Company. In furtherance of and in clarification of the Company's power to "sue and be sued" as set forth and intended in the CCTLLA, the Company shall have the power to sue and is authorized to consent to be sued in the Chippewa Cree Tribal Court or another court of competent jurisdiction, provided, however, that:

(a) No such consent to suit shall be effective against the Company in any manner and to any extent whatsoever unless such consent is:

(1) Explicit.

(2) Contained in a written contract or commercial document to which the Company is a party, and

(3) Specifically approved by the Manager of the Company or as delegated to the CEO of the Company by a resolution approved by the Manager, and

(b) Any recovery against such Company shall be limited to the assets of the Company in the manner and to the extent as explicitly set forth in such consent.

Any consent to suit may, as explicitly set forth in such consent, be limited to the court or courts in which suit may be brought, to the matters that may be made the subject of the suit and to the assets or revenues of the Company against which any judgment may be executed.

Consent to suit by the Company shall in no way extend to an action against the Tribe or Atoske, LLC, nor shall consent to suit by the Company in any way be deemed a waiver of any of the rights, privileges and immunities of the Tribe or Atoske, LLC. The Tribe shall not be liable for the payment or performance of any of the obligations of the Company, and no recourse shall be had against any assets or revenues of the Tribe in order to satisfy the obligations of the Company.

The sovereign immunity of the Company shall not extend to actions against the Company by the Tribe or Atoske, LLC.

Section 5. Principal Place of Business; Mailing Address; Registered Agent.

5.1. Principal Place of Business. The Company shall be a resident of and maintain its corporate headquarters on the Rocky Boy's Indian Reservation, in Montana, but may conduct its business activities any place in or outside of the United States. The Company may have such other offices, either within or without the Rocky Boy's Indian Reservation as the business of the Company may require from time to time.

5.2. Mailing Address and Registered Agent. The mailing address of the Company's initial registered office is Plain Green, LLC 93 Mack Road, Suite 600, P.O. Box 270, Box Elder, Montana 59521 and the name of the initial registered agent at this address is the CEO of Plain Green, LLC.

Section 6. Operational Requirements.

6.1. Fiscal Year. The Company shall have a fiscal year based on the calendar, January 1 thru December 31. Such fiscal year shall end on the last day of any one calendar year, and shall begin the first day of the next succeeding calendar year.

6.2. Operating Agreement. The Company shall prepare an operating agreement to carry out the day-to-day operational duties and responsibilities. The Operating Agreement must be approved by the Manager of the Company.

6.3. Annual Report. Not less than 150 days following the end of each fiscal year, the Company shall prepare and deliver to Atoske, LLC an annual report and an audited financial statement, including a balance sheet and a statement of income and expenses, including comparative figures from the preceding fiscal year.

Section 7. Manager.

7.1. Duties and Powers; Operating Agreement. The business and activities of the Company shall be managed by the Manager appointed by the Member. The Manager is vested with all powers necessary to carry out the purposes of the Company and shall have control and management of the business and activities of the Company. The Manager may adopt such provisions in an operating agreement for the conduct and the management of the Company as s/he may deem proper, not inconsistent with the Chippewa Cree Tribe Limited Liability Company Act and other Tribal laws, or these Articles of Organization.

7.2. Number. The number of Managers for the Company shall be one (1). The Manager shall be appointed by the Member and possess at least one of the following: 1) no less than five (5) years of management experience in a successful, for-profit financial services business or legal experience with a financial services background or accounting/CPA background with a financial services business; or 2) executive management experience with a financial services business. The Manager may, but need not be, an enrolled member of the Chippewa Cree Tribe.

7.3. Term. The Manager shall be appointed for a two (2) year term, subject to reappointment by the Member.

7.4. Selection. The Member of the Company shall select and appoint the one (1) Manager pursuant to the requirements of Section 7.2. Any vacancies of the Manager position shall be advertised and appointed by the Member as expeditiously as possible.

7.5. Resignation; Removal. The Manager may resign at any time, such resignation shall be made in writing and to take effect immediately upon receipt, unless the notice specifies a later date. The Manager may be removed, with cause, by the Member.

7.6. Chief Executive Officer. The Company will appoint and hire a Chief Executive Officer ("CEO") to manage the Company on a daily basis without interference by either the Member or Manager of the Company and/or Chippewa Cree Tribal Business Committee

members, except to the extent required by these Articles or the Operating Agreement. The CEO shall have the authority to hire and terminate employees whenever necessary. The Manager may also serve as the CEO.

Section 8. Indemnification. The Company may, at the discretion of the Manager, or in the case of the Manager, at the discretion of the Member, indemnify any current or former executive, manager, director, officer, trustee, partner, agent or employee against reasonable expenses actually necessarily incurred by him or her in connection with the defense of any action, suit, or proceeding in which he or she is made a party by reason of being, or having been, such executive, manager, director, officer, trustee, partner, agent or employee of the Company and the reasonable cost of settlement of any such action or proceeding, if the Manager, or Member, as applicable, shall determine in good faith:

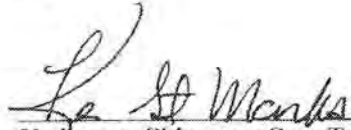
- (a) That such person did not act, fail to act, or refuse to act willfully or with gross negligence or with fraudulent or criminal intent; and
- (b) That legal fees paid or any settlements made are reasonable; and
- (c) That the person seeking indemnification did not act beyond the scope of his or her employment or office; and
- (d) That it is in the best interests of the Company that indemnification is made.

Section 9. Amendments. The Member, the Manager, or the CEO may recommend amendments to the Articles of Organization from time to time as necessary and appropriate. No amendments to the Articles of Organization shall become operative until official approval is provided by the Manager and ratification by the Member of the Company.

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Dated: August __, 2016

Organizer:



Chairman, Chippewa Cree Tribal Business
Committee pursuant to a Resolution of the
Chippewa Cree Tribal Business Committee
and on behalf of Member, Atoske, LLC



Tribal Secretary

The Chippewa Cree Tribe of the Rocky Boy's Reservation

Phone: (406) 395-4478 or 4210 - Finance Office
(406) 395-4282 or 4321 - Business Committee

31 Agency Square
Box Elder, Montana 59521

Resolution No. 109-16

RESOLUTION APPROVING FIRST AMENDMENT TO THE ARTICLES OF ORGANIZATION OF PLAIN GREEN, LLC

WHEREAS, the Chippewa Cree pursuant to its inherent sovereignty that predates the United States Constitution exercised its rights to self-government by adopting the Constitution and Bylaws of the Chippewa Cree Indians of the Rocky Boy's Reservation ("Tribe"), as approved on November 23, 1935 ("Constitution"); and

WHEREAS, pursuant to the Constitution, the Business Committee is vested with the powers as the governing body of the Tribe; and

WHEREAS, pursuant to Article VI, Section 1(f), the Business Committee has the authority to "manage all economic affairs and enterprises" of the Tribe; and

WHEREAS, pursuant to Article VI, Section 1(g), the Business Committee has the authority to "charter subordinate organizations for economic purposes" of the Tribe; and

WHEREAS, pursuant to Article VI, Section 1(t), the Business Committee has the authority to "delegate to subordinate boards or to cooperative associations which are open to all members of the tribe any of the foregoing powers" of the Tribe; and

WHEREAS, the Business Committee created Atoske Holding Company as a wholly-owned instrumentality of the Tribe, to hold, own and otherwise control the assets that it controls or may acquire thereafter in its own name pursuant to the Atoske Holding Company Corporate Charter and Articles of Incorporation ("Charter"); and

WHEREAS, the Business Committee created Atoske Holding Company as a wholly-owned instrumentality of the Tribe, to hold, own, and otherwise control the assets of the Tribe so transferred to it on a case-by-case basis pursuant to the Chippewa Cree Assets and Transfer Code (the "Transfer Code"); and

WHEREAS, the Business Committee created Atoske Holding Company as a wholly-owned instrumentality of the Tribe, to serve as an arm of the Tribe, whereby the Tribe reserves its inherent privileges and immunities as a sovereign entity, except where otherwise provided within the Charter; and

Resolution No. 109-16

WHEREAS, the Business Committee vested the management of Atoske Holding Company, including the financial, operational, management and business responsibilities of Atoske Holding Company to the Board of Directors of Atoske Holding Company pursuant to Section 701 of the Charter; and

WHEREAS, the Tribe's governing body, the Chippewa Cree Business Committee, recognizes the responsibilities of Atoske Holding Company, as a wholly owned economic arm of the Tribe to serve the social, economic, educational and health needs of the Tribe; increase Tribal revenues for government programs; enhance the Tribe's economic self-sufficiency and self-determination; and provide positive, long-term, social, environmental and economic benefits to Tribal members by enhancing the Tribe's business undertakings and prospects; and

WHEREAS, the Business Committee codified the Assets and Obligations Transfer Code, Resolution 70-16 ("Transfer Code"), which created a legal mechanism whereby the Business Committee may grant a Petition from the Board of Directors of Atoske Holding Company to transfer an existing business of the Tribe to be under the control and direction of Atoske Holding Company; and

WHEREAS, the Board of Directors of Atoske Holding Company met all of the requirements required by the Transfer Code; and

WHEREAS, the Business Committee authorized and approved the transfer of all of the assets and obligations of Plain Green, LLC ("Plain Green") from Atoske LLC to Atoske Holding Company; and

WHEREAS, Atoske LLC has taken and is taking any and all steps required to relinquish control over Plain Green so that the Board of Directors of Atoske Holding Company may effectively and expediently assume control of Plain Green; and

WHEREAS, as a result of the transfer of all assets and obligations of Plain Green from Atoske LLC to Atoske Holding Company, Atoske Holding Company is now the sole member of Plain Green; and

WHEREAS, the Articles of Organization of Plain Green presently disclose Atoske LLC as the sole member of Plain Green; and

WHEREAS, the Business Committee desires to amend the Articles of Organization of Plain Green to disclose Atoske Holding Company as the sole member of Plain Green; and

WHEREAS, the Business Committee desires to approve the First Amendment to the Articles of Organization of Plain Green, which is Exhibit A to this Resolution and which is attached hereto and incorporated herein by this reference (the "First Amendment"); and

WHEREAS, the Business Committee desires to authorize the Chairman of the Chippewa Cree Tribal Business Committee and the Secretary of the Chippewa Cree Tribe to enter into the First Amendment, which would disclose Atoske Holding Company as the sole member of Plain Green; and

WHEREAS, the Business Committee affirms that all resolutions, or parts of the same, that are inconsistent with the provisions of this resolution, are hereby repealed to the extent of such inconsistency;

BE IT RESOLVED, that the Business Committee hereby approves the First Amendment, which discloses Atoske Holding Company as the sole member of Plain Green; and

BE IT FINALLY RESOLVED, that the Business Committee hereby authorizes the Chairman of the Chippewa Cree Tribal Business Committee and the Secretary of the Chippewa Cree Tribe to execute the First Amendment.

CERTIFICATION

I, the undersigned, as the Secretary of the Business Committee of the Chippewa Cree Tribe hereby certify that the Business Committee is composed of nine (9) members of whom 6 members constituting a quorum were present at the meeting thereof, duly and specially called, noticed, convened and held this 24th day of October, 2016, and that the foregoing Resolution was duly adopted at said meeting by the affirmative vote of 5 members for and 0 members against, 0 members abstained and that the Resolution has not been rescinded or amended in any way.

[Signature]
Chairman, Chippewa Cree Tribe Secretary

[Signature]
Business Committee of the Chippewa Cree Tribe

EXHIBIT A

**FIRST AMENDMENT TO THE
ARTICLES OF ORGANIZATION
OF
PLAIN GREEN, LLC**

(REVISED DECEMBER 14, 2015, APRIL 1, 2016 AND AUGUST 11, 2016 FROM THE ORIGINAL ARTICLES OF ORGANIZATION AS APPROVED BY THE CHIPPEWA CREE TRIBAL BUSINESS COMMITTEE ON MAY 20, 2010)

This First Amendment to the Articles of Organization of Plain Green, LLC (this "First Amendment") is made and entered into on this ___ day of October, 2016, by and between **ATOSKE HOLDING COMPANY**, a wholly owned and operated instrumentality of the Chippewa Cree Tribe of the Rocky Boy's Indian Reservation (the "Tribe"), a federally recognized Indian Tribe organized pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984) (25 U.S.C. § 476) as amended by the Act of June 15, 1935 (48 Stat. 378), acting through the Chippewa Cree Tribal Business Committee (hereinafter, the "Member"), and **PLAIN GREEN, LLC**, a Tribal limited liability company and wholly owned and operated subsidiary of the Member (hereinafter, the "Company").

The Member hereby authorizes this First Amendment to the Articles of Organization of Plain Green, LLC to be filed under the Law and Order Code of the Chippewa Cree Tribe, Title 14, Chippewa Cree Tribe Limited Liability Company Act ("CCTLLA"), for the purpose of amending the Articles of Organization that created the Company.

1. Paragraph 3.1 of Section 3 of the Articles of Organization of the Company is hereby deleted in its entirety and the following new Section 3.1 is substituted in place thereof:

"3.1. Purposes. The Company is formed pursuant to and shall be subject to the laws of the Tribe and shall at all times be a wholly owned subsidiary of Atoske Holding Company, an economic arm of the Tribe. The Tribe, through the Member, shall have the sole proprietary interest in, and shall have sole responsibility for the conduct of the activities of, the Company. The purposes for which the Company is organized are:

- (a) To serve the social, economic, educational and health needs of the Tribe;
- (b) To increase Tribal revenues;
- (c) To enhance the Tribe's economic self-sufficiency and self-determination;
- (d) To provide positive, long-term social, environmental and economic benefits to Tribal members by enhancing the Tribe's business undertakings and prospects; and
- (e) To generate revenues for Atoske Holding Company to utilize in furtherance of the purposes of Atoske Holding Company for the benefit of the Tribe and its members.

2. Paragraph 4.2 of Section 4 of the Articles of Organization of the Company is hereby deleted in its entirety and the following new Section 4.2 is substituted in place thereof:

“4.2. Sovereign Immunity of the Company and Personnel. The Tribe hereby confers on the Company sovereign immunity from suit to the same extent that the Tribe would have such sovereign immunity if it engaged in the activities undertaken by the Company. It is the intention of the Tribe that the extension to the Company of such sovereign immunity from suit shall apply to the Company’s directors, officers, employees and agents to the same extent that the Tribe’s directors, officers, employees and agents would have such sovereign immunity if the Tribe engaged in the activities undertaken by the Company. In furtherance of and in clarification of the Company’s power to “sue and be sued” as set forth and intended in the CCTLLA, the Company shall have the power to sue and is authorized to consent to be sued in the Chippewa Cree Tribal Court or another court of competent jurisdiction, provided, however, that:

- (a) No such consent to suit shall be effective against the Company in any manner and to any extent whatsoever unless such consent is:
 - (1) Explicit;
 - (2) Contained in a written contract or commercial document to which the Company is a party;
 - (3) Specifically approved by the Manager of the Company or the CEO of the Company; and
- (b) Any recovery against such Company shall be limited to the assets of the Company in the manner and to the extent as explicitly set forth in such consent, unless recourse to Tribal assets is otherwise expressly consented to by the Chippewa Cree Tribal Business Committee.

Any consent to suit may, as explicitly set forth in such consent, be limited to the court or courts in which suit may be brought, to the matters that may be made the subject of the suit and to the assets or revenues of the Company against which any judgment may be executed.

Consent to suit by the Company shall in no way extend to an action against the Tribe, Atoske Holding Company, or any of the Company’s affiliates, nor shall consent to suit by the Company in any way be deemed a waiver of any of the rights, privileges and immunities of the Tribe, Atoske Holding Company, or any of the Company’s affiliates. The Tribe shall not be liable for the payment or performance of any of the obligations of the Company, and no recourse shall be had against any assets or revenues of the Tribe in order to satisfy the obligations of the Company, unless otherwise expressly consented to by the Chippewa Cree Tribal Business Committee.

The sovereign immunity of the Company shall not extend to actions against the Company by the Tribe or Atoske Holding Company.”


3. Paragraph 6.3 of Section 6 of the Articles of Organization is hereby deleted in its entirety and the following new Section 6.3 is substituted in place thereof:

"6.3. Annual Report. Not less than 150 days following the end of each fiscal year, the Company shall prepare and deliver to Atoske Holding Company an annual report and an audited financial statement, including a balance sheet and a statement of income and expenses, including comparative figures from the preceding fiscal year."


4. In all other respects the Articles of Organization of Plain Green, LLC remains in full force and effect, except as amended by this First Amendment thereto.

Dated: October 24th, 2016

Organizer:



Chairman, Chippewa Cree Tribal Business
Committee pursuant to a Resolution of the
Chippewa Cree Tribal Business Committee,
and on behalf of the Member, Atoske
Holding Company



Secretary, Chippewa Cree Tribe

Exhibit 4

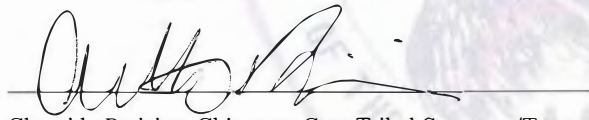
THIS LICENSE MUST BE POSTED IN PUBLIC VIEW
CHIPPEWA CREE TRIBE OF ROCKY BOY'S RESERVATION
CHIPPEWA CREE BUSINESS COMMITTEE
BOX ELDER, MT

CONSUMER LENDING LICENSE TO CONDUCT BUSINESS

To: Plain Green LLC

Pursuant to Tribal Resolution #114-14 "Credit Transaction Code," and Resolution #115-14 "Consumer Financial Services Regulatory Code" through the Chippewa Cree Tribal Constitutional Powers Vested in the Business Committee, the Business Committee hereby issues "A Consumer Lending License" to conduct business within the exterior boundaries of the reservation for a period of January 1, 2019 to December 31, 2019, which at this time is subject to renewal.

Failure to comply with Resolution #114-14 and Resolution #115-14 can or will result in court action.



Chassidy Parisian, Chippewa Cree Tribal Secretary/Treasurer

Date: 1/3/19

SEAL

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW
CHIPPEWA CREE TRIBE OF ROCKY BOY'S RESERVATION
CHIPPEWA CREE BUSINESS COMMITTEE
BOX ELDER, MT

CONSUMER LENDING LICENSE TO CONDUCT BUSINESS

To: Plain Green LLC

Pursuant to Tribal Resolution #114-14 "Credit Transaction Code," and Resolution #115-14 "Consumer Financial Services Regulatory Code" through the Chippewa Cree Tribal Constitutional Powers Vested in the Business Committee, the Business Committee hereby issues "A Consumer Lending License" to conduct business within the exterior boundaries of the reservation for a period of January 1, 2020 to December 31, 2020, which at this time is subject to renewal.

Failure to comply with all applicable laws will result in revocation of this License.



Chassidy Parisian, Chippewa Cree Tribal Secretary/Treasurer



Harlan Baker, Chairman of the Chippewa Cree Tribe

Date: January 1, 2020



1/15/2020 *Teresa LaFromboise*

Exhibit 5

TITLE 10 - CHIPPEWA CREE TRIBAL CODES

CHIPPEWA CREE TRIBAL LENDING AND REGULATORY¹ CODE

(REVISED ON FEBRUARY 2, 2017)

CHAPTER 1. FINDINGS, INTENT, POLICY

10-1-101. Findings. The Chippewa Cree Tribe of the Rocky Boy's Reservation, Montana (hereinafter the "Tribe"), through the Business Committee as the primary governing body of the Tribe, finds that:

- a. The Tribe wishes to continue the development of the economy of the Tribe in order to improve the Tribe's economic self-sufficiency, to enable the Tribe to better serve the social, economic, educational, and health and safety needs of its members and visitors, and to provide its members with opportunities to improve their own economic circumstances.
- b. The Tribe, shall establish the Tribal Consumer Protection Bureau (the "TCPB") and delegate to the TCPB the independent regulatory authority to license and regulate all Tribal Consumer Financial Services businesses within the jurisdiction of the Tribe.²
- c. Properly licensed and regulated Tribal Consumer Financial Services businesses conform to the well-established federal policy promoting Tribal self-determination, Tribal self-governance, and Tribal economic self-sufficiency.
- d. Delegating the independent regulatory authority to the TCPB is essential to protect public welfare and preserve the integrity of the Tribal Consumer Financial Services businesses commensurate with Tribal law and policy and applicable federal law.
- e. The Business Committee adopts Title 10 (as amended) of the Chippewa Cree Tribal Lending and Regulatory Code to administer the Tribal lending enterprise and gain public confidence in Consumer Financial Services that take place within the Tribe's jurisdiction.
- f. The adoption of Title 10 (as amended) by the Business Committee is a necessary condition for the legal operation of Consumer Financial Services within the Tribe's reservation boundaries and is in the best interest of the Tribe.
- g. Establishment of the Tribal Consumer Protection Bureau (TCPB) within the Regulatory Department of the Chippewa Cree Tribe to implement the purpose and intent of this Code within the Tribe's reservation boundaries is in the best interest of the Tribe and Consumers.

10-1-102. Intent. The Business Committee, on behalf of the Tribe, declares that the intent of this Code is to:

- a. Diversify and expedite the development of the economy of the Rocky Boy's Reservation for the purposes in § 10-1-101(a) above.

¹ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

² Chippewa Cree Tribe Resolution #13-17, February 2, 2017

- b. To expressly delegate the independent regulatory authority to the Tribal Consumer Protection Bureau as provided in this Code.
- c. Define the independent regulatory powers to be exercised by the Commissioner of the Tribal Consumer Protection Bureau in relation to the regulation, control, and oversight of the Consumer Financial Services businesses.
- d. Ensure that Consumer Financial Services profits are used for the benefit of the Tribe, Tribal government programs and the Tribe's community.
- e. Ensure that Consumer Financial Services are conducted appropriately by Licensees and borrowers and that they remain free from corrupt, incompetent, unconscionable, dishonest, unfair, deceptive and/or abusive practices.
- f. Protect and ensure the interests of the public in the offering of Consumer Financial Services.
- g. To provide fair and orderly Consumer complaint processes to resolve Consumer Financial Services disputes consistent with the Tribe's laws and policies and to preserve the Tribe's sovereign immunity.
- h. Ensure that Tribal Consumer Financial Services laws are enforced.

10-1-103. Policy.

- a. Tribal Policy of Self-Government. The Tribe is firmly committed to the principle of Tribal self-governance. Profits from Consumer Financial Services shall be utilized and expended only for the following purposes:
 - 1. To fund the Tribe's government operations or programs;
 - 2. To provide for the public health, education and general welfare of the Tribe and its members and visitors to the Tribal community;
 - 3. To promote Tribal economic development and self-sufficiency; and
 - 4. To donate to charitable organizations.
- b. Tribal Consumer Financial Services Policy. The establishment, promotion and operation of Tribal Consumer Financial Services are necessary, provided that such Consumer Financial Services are regulated and controlled by the Tribe under this Code and the profits of such Tribal Consumer Financial Services are used exclusively for the benefit of the Tribe.
- c. Consumer Financial Services Authorized. Consumer Financial Services that are subject to licensing under this Code are authorized and permitted only as described

in this Code and any rules adopted by the Commissioner of the Tribal Consumer Protection Bureau.³

10-1-104. Territorial Application. This Code applies to Loans made by the Lender and includes modifications, refinancing, consolidations, and deferrals consummated within the Tribe's jurisdiction. A loan, as that term is defined herein, shall be deemed prima facie evidence of the consumer's intent to accept the territorial application of this Code and the terms of the Loan Agreement.

CHAPTER 2. DEFINITIONS

10-2-201. Definitions. In this Code, except where otherwise specifically provided or unless the context otherwise requires, the following terms and expressions shall have the following meanings:

- a. "Account" means any banking, checking, credit union, commercial, savings, savings and loan, brokerage, investment, or other kind of depository account held by a Consumer.
- b. "Applicant" means any Person who has applied for a License under the provisions of this Code.
- c. "Application" means a request for the issuance of a License under the provisions of this Code.
- d. "Arm of the Tribe" means a commercial entity formed pursuant to the Tribe's law, ultimately overseen by the Tribe, and through which the Tribe intends to serve its interests, including those of its members and to which the Tribe has extended and granted its sovereign immunity as a means to protect the interests of the Tribe and its members.
- e. "Business Committee" means the Business Committee of the Tribe, as the governing body of the Tribe as defined and described in the Constitution and Bylaws of the Tribe.⁴
- f. "Check" means a negotiable instrument that is drawn on a state, tribal or federal bank, credit union, or savings and loan association and is payable on demand.
- g. "Code" or "Title" means the Chippewa Cree Tribal Lending and Regulatory Code as enumerated in this document. Code and Title may be used interchangeably and have the same meaning.
- h. "Commissioner" means the Commissioner of the Tribal Consumer Protection Bureau as appointed by the Business Committee.⁵

³ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

⁴ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

⁵ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

- i. “Consumer” means a natural Person who, singly or jointly with another Person, is borrowing money from a Creditor for personal, family, household and/or small business purposes.
- j. “Consumer Financial Services” means the business of providing a Loan to a Consumer and collecting Interest as authorized under this Code, the business of providing services to a Consumer related to a Loan, or the business of providing services to a Licensee, including but not limited to origination, processing, and servicing, including but interaction directly with a Consumer.⁶
- k. “Creditor” means the Person or entity regularly engaged in the business of making Loans, authorized by the Tribe, in whose favor an obligation exists by reason of which it is, or may become, entitled to the payment of money.
- l. “Default” means a Consumer’s failure to repay a Loan in compliance with the terms contained in a Loan Agreement or failure to comply with any other provision of the Loan Agreement.⁷
- m. “Federal Consumer Protection Laws” includes without limitation, the following, as applicable: 12 U.S.C. § 1031 Prohibiting Unfair, Deceptive or Abusive Acts or Practices; Truth in Lending Act, 15 U.S.C. §1601 et seq., and related regulations at 12 C.F.R. Part 226; Consumer Leasing Act, 15 U.S.C. §§ 1667 et seq., and related regulations at 12 C.F.R. Part 213; Fair Credit Billing Act, 15 U.S.C. § 1666a; Equal Credit Opportunity Act, 15 U.S.C. §1691 et seq., and related regulations at 15 C.F.R. Part 202; Electronic Fund Transfer Act, 15 U.S.C. § 1693 et seq., and related regulations at 12 C.F.R. Part 205; Fair Credit Reporting Act, 15 U.S.C. §1681 et seq. and related regulations at 12 C.F.R. Part 222); privacy provisions of Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801 et seq., and related regulations at 16 C.F.R. Part 313 and 16 C.F.R. Part 314; Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., and related regulations at 16 C.F.R. Part 901; Talent Amendment, 10 U.S.C. § 987, and related regulations of the Department of Defense at 32 C.F.R. part 232; and Service Members’ Civil Relief Act, 50 U.S.C. App. §§ 501-596, and any other applicable federal and tribal consumer protection laws, each as amended from time to time.
- n. “Interest” means the compensation allowed by this Title 10 and any rules and regulations thereunder, or forbearance, or detention of money or its equivalent, may be at a fixed or variable rate and includes without limitation, points, Loan origination fees, credit service or carrying charges, charges for unanticipated late payments, and any other charges, direct or indirect, as an incident to or as a condition of the extension of credit agreed to between the Creditor and a Consumer in the Loan Agreement. These charges do not include charges made by a third party.⁸

⁶ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

⁵ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

- o. “Lender” means a Person wholly owned by the Tribe, operating within the Tribe’s jurisdiction and on the Tribe’s Indian Lands, and licensed by the TCPB who is regularly engaged in the Consumer Financial Services as authorized by this Code, and who originates Loans in whose favor an obligation exists by reason of which it is, or may become entitled to the payment of money.⁹
- p. “License” means the official, legal and revocable Financial Service License issued by the Commissioner of the TCPB.¹⁰
- q. “Licensee” means a Person or entity that is licensed by the Commissioner of the TCPB to engage in the business of providing Consumer Financial Services.^{11 12}
- r. “Loan” means an extension of secured or unsecured credit to a Consumer for any purpose permitted under Tribal law.
- s. “Loan Agreement” means a formal contract between the Tribal Lending Agency or Creditor and the Consumer which regulates the mutual promises made by each party in its Terms and Conditions, including consideration, applicable Interest, negative and positive covenants, terms of repayment and other provisions allowed by Tribal law. A Loan Agreement is not enforceable until consummated by the parties.
- t. “Negotiable Instrument” means an unconditional promise or order to pay a fixed amount of money, with or without interest or other charges described in the promise or order, if it:
 - 1. Is payable to bearer or to order at the time it is issued or first comes into possession of a holder;
 - 2. Is payable on demand or at a definite time; and
 - 3. Does not state any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money¹³
- u. “Person” means a natural person, organization, or group of individuals acting as a unit, whether mutual, cooperative, fraternal, profit, nonprofit, or otherwise, provided that the term does not include the Federal Government or any agency thereof.
- v. “Servicer” means a person that collects interest, principal, payments, and deposits and receives notices under the Loan Agreement from a Consumer on a Loan issued

⁹ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

¹⁰ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

¹¹ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

¹² Chippewa Cree Tribe Resolution #13-17, February 2, 2017

¹³ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

by a Lender under this Code in exchange for fees or a revenue-share, and who has control and the ability to possess monies collected from Loans.¹⁴

- w. “Tribal Consumer Protection Bureau” or “TCPB” means the agency delegated with the independent regulatory authority established and described in Chapter 4 of this Code.
- x. “Tribe” means the Chippewa Cree Indians of the Rocky Boy’s Reservation, Montana.
- y. “Tribal Lending Agency” means an authorized economic lending Arm of the Tribe.

CHAPTER 3. LOAN REQUIREMENTS

Part 1. EXTENSION OF CREDIT

10-3-101. Extension of Credit. A Licensee may, subject to the provisions of this Title, extend credit to a Consumer in accordance with the terms and conditions set forth in any agreement between a Consumer and the Creditor and in connection therewith, may charge and collect Interest and other charges permitted by § 10-3-201 et. seq., and may take such security as collateral in connection therewith as may be acceptable to the Creditor.

Part 2. USURY AND INTEREST RATES

10-3-201. Rate of Interest Set by Written Agreement — No Maximum or Usury Restriction; Fees and Charges as Agreed Upon by the Creditor and the Consumer. Unless a maximum Interest rate or charge is specifically established elsewhere in this Title or the other laws of the Tribe, there is no maximum Interest rate or charge, or usury rate restriction between or among Persons if they establish the Interest rate or charge by written agreement. The Creditor and the Consumer can agree upon what fees and charges may be assessed as set forth in any written agreement between the Creditor and the Consumer.

10-3-202. Loan of Money — Presumption as to Interest. Whenever a Loan of money is made it is presumed to be made with Interest, unless it is otherwise expressly stipulated at the time in writing.¹⁵

10-3-203. Annual Rate of Interest Where not Specified. When a rate of Interest is prescribed by a law or contract, without specifying the period of time by which such rate is to be calculated, it is to be deemed an annual rate.

10-3-204. Maximum Rate of Interest Where No Rate Specified — Commencement Where Date Not Specified. Under an obligation to pay Interest, no rate being specified, Interest is payable at the maximum rate. Where no date is set for the accrual of debt, interest will accrue

¹⁴ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

¹⁵ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

from the date of the incurrence of debt, unless the parties have otherwise agreed, and in the like proportion for a longer or shorter term. In the computation of Interest for less than a year, three hundred sixty five days are deemed to constitute a year.¹⁶

10-3-205. When Interest Becomes Part of Principal. The parties may, in any contract in writing whereby any debt is secured to be paid, agree that, if the Interest on such debt is not punctually paid, it shall become a part of the principal and thereafter bear the same rate of Interest as the principal debt.

10-3-206. Interest on Judgments, Statutory Liens and Inverse Condemnations. [Reserved]

10-3-207. Rate of Interest Stipulated by Contract after Breach. Any rate of Interest, as set forth by a contract, remains chargeable after a breach thereof, as before, until the contract is superseded by a judgement or other new obligation.¹⁷

Part 3. LIMITATIONS ON LOANS [Reserved]

Part 4. CREDITOR REQUIREMENTS FOR LOANS

10-3-401. Creditor Disclosure. The Creditor shall disclose in any Loan Agreement the following:

- a. The amount and date of the Loan;
- b. The amount of the down payment, if any;
- c. The circumstances or dates any payments are due and the amount of payments;
- d. The maturity date;
- e. A list of any property used to secure the Loan;
- f. Any liens or title filings required;
- g. A description of the method used to compute the charges;
- h. An explanation of any fee or charge, including the cost of the Loan as an annual percentage rate (APR);
- i. Any fee or charge that may be applied for delinquency;
- j. Refinancing requirements, including any fee or charge;

¹⁶ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

¹⁷ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

- k. Contact information for the TCPB and that any improprieties in making the Loan or in Loan practices may be referred to the TCPB;¹⁸
- l. The following or a similar notice in a prominent place on each Loan contract in at least twelve-point bold type face for any Loan:¹⁹

1. “THIS LOAN IS NOT INTENDED TO MEET LONG-TERM FINANCIAL NEEDS. THIS LOAN SHOULD BE USED ONLY TO MEET SHORT-TERM CASH NEEDS.”²⁰

- m. A Consumer may prepay a Loan at any time without penalty.

10-3-402. Copy of Loan Documents. The Creditor shall make available to the Consumer either an electronic or paper copy of the Loan documents described in § 10-3-401 to the Consumer upon consummation of the Loan.

10-3-403. Privacy. The Creditor shall ensure that information obtained from the Consumer about the Consumer’s Account remains confidential.

10-3-404. Satisfaction of Loan — Release of assignments. If a Loan is secured by collateral and the payment of a Loan is satisfied in full, the Creditor shall release any liens against any property used as security, and release all assignments associated with the Loan Agreement. The Creditor shall release any liens or assignments to the debtor within sixty days of receiving payment in full.

Part 5. REQUIRED DISCLOSURES – LOAN AGREEMENT

10-3-501. Notice to Consumer. Before entering into a Loan Agreement, the Creditor shall disclose in writing to the Consumer any information prepared by or at the direction of the Commissioner that:²¹

- a. Explains, in simple language, the Consumer’s rights and responsibilities in the Loan transaction;²²
- b. Includes contact information of the TCPB’s office, or any other designated office as provided, that handles concerns or complaints by Consumers; and²³
- c. Informs Consumers that the TCPB’s office can provide information about whether the Creditor is licensed and other legally available information.²⁴

¹⁸ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

¹⁹ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

²⁰ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

²¹ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

²² Chippewa Cree Tribe Resolution #54-16, June 2, 2016

²³ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

²⁴ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

10-3-502. Specific Form Required. Creditor shall provide consumers with a written agreement on a form specified or approved by the Commissioner that can be kept by the Consumer, which must include the following information:

- a. The name, address, and phone number of the Creditor making the Loan;
- b. The name, address, and phone number of the Consumer obtaining the Loan;
- c. All disclosures required by the federal Truth in Lending Act, 15 U.S.C. 1601, et seq.; and
- d. A clear description of the Consumer's payment obligations under the Loan.

Part 6. RIGHT OF RESCISSION AND ARBITRATION

10-3-601. Right of Rescission.

- a. The Loan Agreement must contain a provision allowing the Consumer to rescind the transaction in writing, including electronic transmission and fax, if, by 5 p.m. of the Creditor's first business day following the day that the Loan was executed, the Consumer provides the Creditor with cash or certified funds equaling 100% of the amount Loaned to the Consumer.
- b. A Creditor may not charge a Consumer any fee or Interest if the Consumer rescinds the Loan as provided in § 10-3-601 (a).
- c. Except as provided in § 10-3-601 (a), a Consumer does not have a right to rescind a Loan unless the Creditor agrees to the rescission in writing.

10-3-602. Arbitration.

- a. A Loan Agreement may not contain a mandatory arbitration clause that is oppressive, unconscionable, unfair, or in substantial derogation of a Consumer's rights.
- b. A mandatory arbitration clause that complies with the applicable standards of the American Arbitration Association must be presumed to not violate the provisions of § 10-3-602 (a).

Part 7. PROHIBITED AND PERMITTED FEES – ATTORNEY FEES AND COSTS

10-3-701. Permitted Fees.

- a. A Creditor may only charge or receive, directly or indirectly, any Interest, fees, or charges specifically authorized by the Loan Agreement.
- b. If there are insufficient funds to pay a Check on the date of presentment, a Creditor may charge a fee as provided in the Loan Agreement.

- c. If the Loan involves an electronic deduction and there are insufficient funds to deduct on the date on which the payment is due and authorized, a Creditor may charge a fee as provided in the Loan Agreement.
- d. Reasonable attorney fees and court costs may be awarded in any action on a Loan entered into pursuant to this part to the extent as specifically authorized in the Loan Agreement. At no time shall the Loan Agreement have a unilateral clause for the award of attorney's fees.

10-3-702. Prohibited Acts. A Creditor making Loans may not commit, or have committed on behalf of the Creditor, any of the following prohibited acts:

- a. Operating as a Lender or Servicer unless the Commissioner has first issued a valid License;²⁵
- b. Threatening to use or using a criminal process in this or any other jurisdiction to collect on the Loan made to a Consumer in this jurisdiction or any civil process to collect the payment of Loans not generally available to Creditors to collect on Loans in Default;
- c. Altering the date or any other information on a Check received from a Consumer;
- d. Altering or changing the date upon which the Creditor and Consumer agreed to make any electronic deductions from the Consumer's Account unless the Consumer agrees, in writing, by voice, by electronic authorization or otherwise, to the change;
- e. Making any false, misleading, or deceptive representation to a financial institution relating to a Consumer who has agreed to provide payment for a Loan through an electronic deduction;
- f. Using any device or agreement that would have the effect of charging or collecting more fees, charges, or Interest than those allowed by this part;
- g. Engaging in unfair, deceptive or abusive practices in the making or collection of a Loan;
- h. Using or attempting to use the Consumer's authorization to deduct the amount set forth in the Loan Agreement or any other information obtained from the Consumer or the Consumer's financial institution for any purpose other than to collect the proceeds of the Loan;
- i. Charging any Interest, fees, or charges other than those specifically authorized by this Title;²⁶

²⁵ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

²⁶Chippewa Cree Tribe Resolution #13-17, February 2, 2017

- j. Making a misrepresentation of a material fact by an Applicant in obtaining or attempting to obtain a License;²⁷
- k. Violating Tribal or federal law or regulation, misappropriating Tribal assets, breaching any contract or agreement with the Tribe or a Licensee; or²⁸
- l. Posing a threat to the public interest or the effective regulation of Consumer Financial Services.²⁹

CHAPTER 4. THE TRIBAL CONSUMER PROTECTION BUREAU

10-4-101. Purpose. The TCPB shall implement and enforce this Title, and any future rules relating to Consumer Financial Services activities and associated licensing requirements under this Title. It is the purpose and intent of the Tribe in creating the TCPB that the operations of the TCPB be conducted on behalf of the Tribe in order to protect the Consumers of Tribally licensed financial services and for the sole benefit and interest of the Tribe, its members and the residents of the Reservation. In carrying out its purposes under this Title, the TCPB shall function as an independent regulatory Arm of the Tribe.³⁰

10-4-102. Regulatory Department. The TCPB shall operate as the independent governmental regulatory subdivision of the Tribe located within the exterior boundaries of the reservation.

10-4-103. Independent Governmental Regulatory Subdivision of the Tribe. As an independent governmental regulatory subdivision of the Tribe, the TCPB has been delegated the right to exercise one or more of the substantial governmental functions of the Tribe. This delegation includes, regulating all Consumer Financial Services businesses within the jurisdiction of the Tribe pursuant to Tribal law. Notwithstanding any authority delegated to the TCPB under this Title, the Tribe reserves to itself, the right to bring suit against any Person or entity in its own right, on behalf of the Tribe or on behalf of the TCPB, whenever the Tribe deems it necessary to protect the sovereignty, rights and interests of the Tribe or the TCPB.³¹

10-4-104. Express Delegation for Independent Regulatory Authority. The TCPB, pursuant to the express delegation of independent regulatory authority from the Business Committee, shall regulate the conduct of all businesses providing Tribal Consumer Financial Services, including all third-party providers doing business with licensed Tribal Consumer Financial Services businesses as authorized by this Title.

10-4-105. Tribal Consumer Protection Bureau.

- a. Immunity from suit. The TCPB, as a governmental subdivision of the Tribe, and Commissioner enjoys the same privileges and immunities as the Tribe under Tribal

²⁷ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

²⁸ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

²⁹ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

³⁰ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

³¹ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

and federal law, including sovereign immunity from suit in any tribal, federal or state court.

- b. No Waiver. Nothing in this Title shall be deemed or construed to be a waiver of sovereign immunity of the TCPB from suit, which shall only be waived pursuant to § 10-4-105(d) below.
- c. No Consent to Jurisdiction. Nothing in the Title shall be deemed or construed to be consent of the TCPB to the jurisdiction of the United States or of any state or of any other tribe with regard to the business or affairs of the TCPB.
- d. Waiver of Sovereign Immunity of the TCPB. Sovereign immunity of the TCPB may be waived upon the recommendation of the TCPB and only by express resolution of the Business Committee of the Chippewa Cree Tribe.
 1. Resolution Effectuating Waiver. All waivers of sovereign immunity must be preserved by resolutions of continuing force and effect issued by the Business Committee of the Chippewa Cree Tribe.
 2. Policy on Waiver. Waivers of sovereign immunity are disfavored and shall be granted only when necessary to secure a substantial advantage or benefit to the TCPB or the Tribe.
 3. Limited Nature of Waiver. Waivers of sovereign immunity shall not be general but shall be specific and limited as to duration, grantee, transaction, property or funds, if any, of the TCPB subject thereto, and the court having jurisdiction pursuant thereto and law applicable thereto.
 4. Limited Effect of Waiver. Neither the power to sue and be sued provided in § 10-4-105 (d), nor any express waiver of sovereign immunity by resolution of the Business Committee shall be deemed consent to the levy of any judgment, lien or attachment upon property of the TCPB or the Tribe.

10-4-106. Sovereign Immunity of the Tribe. With respect to the existence and activities of the TCPB, all inherent sovereign rights of the Tribe, as a Federally-recognized Indian Tribe, are hereby expressly reserved, including sovereign immunity from suit in any state, Federal or Tribal court. Nothing in this Code nor any action of the TCPB shall be deemed or construed to be a waiver of sovereign immunity from suit or counterclaim of the Tribe, a consent of the Tribe to the jurisdiction of the United States, any state or other tribe with regard to the business and affairs of the TCPB or the Tribe, a consent of the Tribe to any cause of action, counterclaim, case or controversy, or to the levy of any judgment, lien or attachment upon any property of the Tribe, a consent to suit or counterclaim in respect to any land within the exterior boundaries of the Tribe's reservation, or to be a consent to alienation, attachment or encumbrance of any such land.

10-4-107. TCPB Composition.

- a. In an effort to maintain the TCPB as an independent governmental subdivision of the Tribe, the TCPB shall be made up of and led by the Commissioner. The

Commissioner will have the authority to hire or retain employees and staff, as necessary. The Commissioner will always maintain independence, and at times may choose to hire independent contractors or consultants to perform compliance reviews to further this aim.³²

- b. The Commissioner shall be appointed by a majority vote of the Business Committee.
- c. Qualifications. The Commissioner shall have a background in one or more following areas: 1) Consumer protection and/or former regulatory experience, and/or 2) Indian law and/or tribal legal experience, and/or 3) financial services and/or banking experience, All TCPB employees, including the Commissioner, may be asked to undergo a background check (by an appropriate third party provider or Tribal police).
- d. No individual shall be eligible for any appointment to, or to continue to serve on the TCPB, who:
 1. Is a current Business Committee member;
 2. Is a current employee of the Tribal Lending Agency;
 3. Is a Person who has a financial or managerial interest in a vendor of the Tribal Lending Agency;³³
 4. Is a Person who has been convicted of a felony or gaming offense, or any offense involving dishonesty or a breach of trust;
 5. Is a Person not considered suitable in accordance with the qualifications noted above.
- e. The Commissioner may be removed from office by a majority vote of the Business Committee before the expiration of their term if, by a preponderance of the evidence, it is proven that the Commissioner demonstrated any:³⁴
 1. Neglect of duty;
 2. Misconduct;
 3. Malfeasance;
 4. Failure to disclose an actual or perceived conflict of interest;
 5. Violation of this Code or any felonious Tribal, local, state or Federal law, or committal of any criminal activity involving dishonesty, or a breach of trust;

³² Chippewa Cree Tribe Resolution #54-16, June 2, 2016

³³ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

³⁴Chippewa Cree Tribe Resolution #54-16, June 2, 2016

6. Failure to maintain suitability requirements during the Commissioner's term;
 7. Incompetence.
- f. Due process provisions for removal of Commissioner. Prior to removal from the position of Commissioner:
1. The Business Committee must give a written notice to the Commissioner that he/she is going to be removed from the TCPB;
 2. The written notice must notify the Commissioner of the date of the removal and the cause for which he/she is being removed;
 3. The Commissioner must request a hearing before the Business Committee within fourteen (14) business days after receiving the written notice;
 4. The Business Committee will schedule a special meeting/hearing within twenty (20) business days of receiving the Commissioner's written notice and will immediately upon scheduling the special meeting/hearing, deliver notice to the Commissioner that advises the Commissioner:
 - i. Of the date, time and place of the hearing;
 - ii. That the hearing is the Commissioner's sole opportunity to present any information, arguments, documents, witnesses on his/her behalf prior to the final decision by the Business Committee;
 - iii. That the hearing is informal and strict rules of evidence will not apply;
 - iv. That the hearing will be audio recorded and video recorded (if possible); and
 - v. That failure to appear for the scheduled hearing shall be cause for upholding the removal.
 5. The decision of the Business Committee shall be in writing and state the reasons for the decision.
 6. The decision of the Business Committee will be mailed via certified mail, return receipt requested, to the Commissioner within ten (10) business days after the special meeting; and
 7. The decision of the Business Committee shall be final.

- g. Commissioner's Compensation. The Commissioner's compensation shall be subject to negotiation and approval by the Business Committee.³⁵
- h. Vacancy of Commissioner. In the case of a vacancy in the office of the Commissioner for any cause, and until such vacancy is filled, the Business Committee shall have and exercise all the powers and duties conferred by law or by the TCPB upon the Commissioner, with the same authority as if those powers and duties were exercised and performed by the Commissioner.³⁶³⁷
- i. Funding for the TCPB³⁸
 - 1. The Tribe shall establish a separate pre-funded bank account which shall only be used to pay operating expenses of the TCPB, including the compensation of the Commissioner.
 - 2. The Tribe, TCPB and Commissioner shall have the ability to collect advances, reimbursements or licensing fees from Tribal Consumer Financial Services businesses to provide funding for the TCPB.

10-4-108. Powers of the TCPB. The TCPB has the authority and responsibility for the discharge of all duties imposed by law and this Code on the TCPB. The TCPB is authorized to exercise the following powers and responsibilities in addition to all powers conferred by this Title:³⁹

- a. To enforce rules furthering the purpose and provisions of this Title; provided that such rules were legally authorized by the Commissioner.⁴⁰
- b. To examine or inspect or cause to be examined or inspected each Licensee annually and more frequently if the TCPB considers it necessary.
- c. To make or cause to be made reasonable investigations of any Licensee or Person as it deems necessary to ensure compliance with this Title or any lawful order of the TCPB, to determine whether any Licensee or Person has engaged, is engaging or is about to engage in any act, practice or transaction that constitutes an unsafe or unsound practice or violation of this Title, any applicable Federal Consumer Protection Laws or any order of the TCPB.
- d. To establish procedures designed to permit detection of any irregularities such as fraud.

³⁵ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

³⁶ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

³⁷ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

³⁸ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

³⁹ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

⁴⁰ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

- e. To review and respond in a timely manner to any complaints made to the TCPB regarding any Licensee.
- f. To employ such advisors as it may deem necessary. Advisors may include, but are not limited to, lawyers, accountants, auditors, law enforcement specialists and financial service professionals.⁴¹
- g. To accept, review, approve or disapprove any Application for a License, including conducting or arranging for background investigations of all Applicants.

10-4-109. Right to Entrance; Inspection. The TCPB, during regular business hours, may enter upon any premises of any licensed consumer financial service business for the purpose of making inspections and examining the Accounts, books, papers, and documents of any such Licensee. Such Consumer Financial Services business shall facilitate such inspection or examinations by giving every reasonable aid to the TCPB and to any properly authorized officer or employee of the TCPB. The results of such inspection shall be duly reported by the TCPB and a copy of such report given to the licensed Consumer Financial Services business.

10-4-110. TCPB Rules. The Commissioner may promulgate rules as necessary to carry out the implementation and orderly performance of the TCPB's duties and powers regarding the following:⁴²

- a. Perform any acts and to make any decisions incidental to or necessary for carrying out any functions specified by this Code or delegated by the Business Committee pursuant to this Code;⁴³
- b. The making of findings or other information required by or necessary to implement this Code⁴⁴
- c. Interpretation and application of this Code, as may be necessary to enforce the TCPB's duties and exercise its powers;⁴⁵
- d. A regulatory system for overseeing Consumer Financial Services, including accounting, contacting, management and supervision;
- e. The conduct of inspections, investigations, hearings, enforcement actions and other powers of the TCPB authorized by this Code;⁴⁶
- f. Specification of the amount and the schedule of applicable licensing and examination fees that shall be imposed by the TCPB; and⁴⁷

⁴¹ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

⁴² Chippewa Cree Tribe Resolution #54-16, June 2, 2016

⁴³ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

⁴⁴ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

⁴⁵ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

⁴⁶ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

⁴⁷ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

g. Additional classifications of Licensees.⁴⁸

1. No regulation of the TCPB shall be of any force or effect unless it is adopted by the TCPB by written resolution and subsequently approved by a resolution of the Business Committee.
2. The Tribal Court and any other court of competent jurisdiction shall take judicial notice of all Commission Regulations adopted pursuant to this Title.

10-4-111. Quarterly Report to the Business Committee. The TCPB shall file quarterly reports with the Business Committee summarizing reports received from each Tribal Lending Agency and make such comments as it deems necessary to keep the Business Committee fully informed as to the status of the TCPB's activities. The TCPB shall define by rule, subject to approval of the Business Committee, the schedule for the submission of such reports.⁴⁹

CHAPTER 5. LICENSING

Part 1. LICENSE – APPLICATION REQUIREMENTS – BUSINESS LOCATIONS

10-5-101. Licensing.

- a. A Person may not engage in or offer to engage in the business of Loans unless licensed by the Commissioner of the TCPB. A License may be granted to:⁵⁰
 1. A Person located on the Tribe's reservation, subject to the jurisdiction of the Tribe, wholly-owned by the Tribe, and who uses the internet to conduct transactions with Consumers that are covered by this code;⁵¹
 2. A Servicer that has contracted with a licensed Lender to service Loans and other transactions that are covered by this Code; and⁵²
 3. Any other Person subject to licensure by regulation.⁵³
- b. An Applicant for a License to engage in Consumer Financial Services shall pay to the TCPB a non-refundable License Application fee.⁵⁴
- c. The Application for licensure must be in writing, under oath, and in the form prescribed by TCPB. The Application must contain, at a minimum:
 1. The name of the Applicant;

⁴⁸ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

⁴⁹ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

⁵⁰ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

⁵¹ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

⁵² Chippewa Cree Tribe Resolution #13-17, February 2, 2017

⁵³ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

⁵⁴ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

2. The date of formation of a business entity;
 3. The physical address of each Loan office to be operated by the Applicant;
 4. The name and resident address of the owner or partners or, if a corporation or association, of the directors, trustees, and principal officers; and
 5. Any other pertinent information that the TCPB may require.
 6. The Applicant shall timely update the information provided in the Application upon any change therein.⁵⁵
- d. A License may not be issued for longer than 1 year. The License year must coincide with the calendar year.
- e. The Commissioner may not issue or renew a License unless findings are made that:⁵⁶
1. The financial responsibility, experience, character, and general fitness of the Applicant warrant the belief that the business will be operated lawfully and fairly and within the provisions of this part;
 2. The Applicant has unencumbered assets of at least \$25,000 for each location;
 3. The Applicant has provided a sworn statement that the Applicant will not in the future, directly or indirectly, use a criminal process to collect the payment of Loans or any civil process to collect the payment of Loans not generally available to Creditors to collect on Loans in Default;
 4. The criminal history of the employees of the Applicant demonstrates no convictions involving fraud or financial dishonesty and no adverse civil judgments involving fraudulent or dishonest financial dealings and no ongoing criminal investigations; and⁵⁷
 5. Other information that the Commissioner considers necessary has been provided.
- f. More than one place of business may not be maintained under the same License, but the Commissioner may issue more than one License to the same Licensee upon compliance with the provisions of this section governing issuance of a single License.

10-5-102. Licensing Exemptions. Creditors Exempt from Licensing Requirements.

The following entities are exempt from the licensing requirements of this part:⁵⁸

⁵⁵ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

⁵⁶ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

⁵⁷ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

⁵⁸ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

- a. Any state bank and its subsidiary;
- b. Any national bank, its subsidiary, and its vendors;⁵⁹
- c. Any bank holding company, its subsidiary, and its vendors;⁶⁰
- d. Any other federally insured financial institution, its holding company, its subsidiary, and its vendors; and⁶¹
- e. Any credit reporting agency or bureau, or any entity that provides a Lender information for the Lender to make or reach a credit decision.⁶²

Part 2. LICENSE RENEWAL FEE

10-5-201. Renewal:

- a. A Person licensed under § 10-5-101 shall pay, on or before December 1st of each year, a License renewal fee for each License that the Person holds under this part. Notwithstanding the forgoing, a Servicer's licensee fee and renewal fee, shall not exceed \$10,000 per annum.⁶³
- b. Failure to pay any yearly License renewal fee required by this section within the time prescribed will result in the automatic revocation of the License subject to renewal.

Part 3. INVESTIGATIONS, DENIAL OF LICENSE AND LICENSE REVOCATION

10-5-301. Investigations.

- a. The TCPB, upon complaint or upon its own initiative or whenever it may deem it necessary in the performance of its duties or the exercise of its powers, may investigate and examine the operation and premises of any Licensee. In conducting such investigation, the TCPB may proceed either with or without a hearing as it may deem best, but it shall make no order without affording the Licensee any affected party notice and an opportunity for a hearing pursuant to TCPB regulations.⁶⁴

10-5-302. Denial of License.

- a. The Commissioner may deny any new License or refuse to renew any License if:⁶⁵

⁵⁹Chippewa Cree Tribe Resolution #13-17, February 2, 2017

⁶⁰Chippewa Cree Tribe Resolution #13-17, February 2, 2017

⁶¹Chippewa Cree Tribe Resolution #13-17, February 2, 2017

⁶²Chippewa Cree Tribe Resolution #13-17, February 2, 2017

⁶³Chippewa Cree Tribe Resolution #13-17, February 2, 2017

⁶⁴Chippewa Cree Tribe Resolution #54-16, June 2, 2016

⁶⁵Chippewa Cree Tribe Resolution #54-16, June 2, 2016

1. Information that the Commissioner considers necessary has not been provided;⁶⁶
 2. The Applicant makes a material misstatement of fact or any material omission of fact in the Application; or⁶⁷
 3. The Applicant has committed any of the Prohibited Acts as described herein.⁶⁸
- b. The Commissioner shall provide written notice, within ten (10) business days, to the Applicant of the denial or refusal, setting forth in the notice, the grounds upon which the denial or refusal is based.

10-5-303. License Revocation or Suspension — Restitution — Penalty.

- a. If there is cause for License revocation or suspension, a Commissioner shall provide a 10-day written notice of a proposed violation that includes a statement of the alleged violation and provision for a hearing or an opportunity for hearing. The notice must be based on a finding that any Person, Licensee, or officer, agent, employee, or representative, whether licensed or unlicensed, of the Person or Licensee has violated any of the provisions of this Title, has failed to comply with the rules, regulations, instructions, or orders promulgated by the Commissioner, has failed or refused to make required reports to the Commissioner, has furnished false information to the Commissioner, or has operated without a required License.⁶⁹
- b. The Commissioner may impose a civil penalty not to exceed \$1,000 for each violation and not to exceed \$5,000 for each administrative action and may issue an order revoking or suspending the right of the Person or Licensee, directly or through an officer, agent, employee, or representative, to do business in the jurisdiction of the Tribe as a Licensee or to engage in the business of making Loans. In addition, the Commissioner may order restitution to borrowers and reimbursement for the Commissioner's cost in bringing the administrative action, and order any appropriated equitable or injunctive relief.⁷⁰⁷¹
- c. All notices, hearing schedules, and orders must be mailed to the Person or Licensee by certified mail to the address for which the License was issued or, in the case of an unlicensed business, to the last-known address of record.⁷²

⁶⁶ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

⁶⁷ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

⁶⁸ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

⁶⁹ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

⁷⁰ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

⁷¹ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

⁷² Chippewa Cree Tribe Resolution #54-16, June 2, 2016

- d. A revocation, suspension, or surrender of a License does not relieve the Licensee from civil or criminal liability for acts committed prior to the revocation, suspension, or surrender of the License.
- e. The Commissioner may reinstate any suspended or revoked License if there is not a fact or condition existing at the time of reinstatement that would have justified the Commissioner's refusal to originally issue the License. If a License has been suspended or revoked for cause, an Application may not be made for the issuance of a new License or the reinstatement of a suspended or revoked License for a period of six (6) months from the date of suspension or revocation.
- f. All civil penalties collected pursuant to this section must be deposited in the Tribe's general fund.

Part 4. LICENSEE INFORMATION

10-5-401. Information. Each Licensee shall keep and use books, Accounts, and records that will enable the Commissioner to determine if the Licensee is complying with the provisions of this Title and maintain any other records required by the Commissioner. The Commissioner is authorized to examine the records at any reasonable time. The records must be kept for two (2) years following the last entry on a Loan and must be kept according to generally accepted accounting procedures that include an examiner being able to review the recordkeeping and reconcile each Loan with documentation maintained in the Consumer's Loan file records. All Licensee records are records of the Tribe and may not be released to any entity unless authorized by this code or by order from the TCPB.⁷³

Part 5. EXAMINATION OF LICENSEE

10-5-501. Examination.

- a. The TCPB may conduct an examination of each Licensee's lending operation to ensure that the License is in compliance with the provisions of this Title and any/all applicable federal laws.
- b. A Licensee shall make available to a TCPB examiner the information requested by the Commissioner, required under this Title or required by applicable federal law.⁷⁴

10-5-502. Fees.

- a. The Licensee shall pay the TCPB a fee for each examiner required to conduct an examination.⁷⁵
- b. Fees are to be calculated from the beginning date of the examination.

⁷³ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

⁷⁴ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

⁷⁵ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

- c. The TCPB may charge a Licensee for no more than three (3) exams a year under this section.⁷⁶

Part 6. ADJUDICATIVE HEARINGS AND PROCEDURES

10-5-601. Hearings.⁷⁷

- a. The TCPB shall afford a Licensee the opportunity for an adjudicative proceeding before suspending a Licensee except in cases where the circumstances call for immediate action to protect the public safety, general welfare, or the integrity of the Tribal Consumer Financial Services operation, and observing the hearing requirements would be contrary to the public interest, in which case the Licensee shall be entitled to a prompt post-suspension hearing.
- b. No hearing will be conducted with respect to any adjudicative proceeding unless an Application for an adjudicative proceeding and request for hearing is timely filed by the Licensee with the TCPB in compliance with this Code. The Application must be made in writing on a form to be obtained from the TCPB, or a facsimile thereof, and must be received within fourteen (14) business days of the party's receipt of a notice of administrative charges and opportunity for an adjudicative proceeding. An Application for an adjudicative proceeding and request for hearing shall accompany all notices of administrative charges.
- c. If an Application for an adjudicative proceeding is not timely filed, then the party affected shall have waived their right to a hearing on the allegations set forth in the notice of administrative charges. The party shall be deemed to be in default and the TCPB may take action against the party not to exceed the maximum penalty as stated in the notice of administrative charges and opportunity for an adjudicative proceeding, which action shall be final.

10-5-602. Notice of Hearing Requirements.

- a. All parties that have filed a timely Application for adjudicated proceeding shall be served with a notice of hearing at least seven (7) calendar days before the date set for the hearing unless all parties consent to a shorter period. The notice shall state the time, place, and purpose of the hearing.⁷⁸
- b. Service of Process. Service of Process to effectuate notice shall be required for all hearings under this Code.
- c. By Whom Served. The TCPB shall cause to be served all orders, notices, and other documents issued by the TCPB, together with any other documents, which the TCPB

⁷⁶ Chippewa Cree Tribe Resolution #13-17, February 2, 2017

⁷⁷ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

⁷⁸ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

is required by law to serve. Every other document shall be served by the party filing it.

- d. Upon Whom Served. All papers served by either the TCPB or any party shall be served upon all counsel of record at the time of such filing and upon parties not represented by counsel or upon their agents designated by them or by law. Any counsel entering an appearance after the initiation of the proceeding shall notify all other counsel then of record and all parties not represented by counsel of such fact.
- e. Method of Service. Service of all orders, notices, and other documents shall be made personally or by first-class or certified mail. Facsimile service by the TCPB is prohibited.
- f. When Service is Complete. Service of notices and other documents shall be regarded as complete as follows:
 1. By personal service, upon delivery to the Person, attorney representing the party, designated agent of the party, any Person aged 18 or older residing at the residence of the party or corporate officer.
 2. By mail, upon deposit in the United States mail properly stamped and addressed; service is complete on the third day after mailing, excluding the date of mailing.
- g. Filing with the TCPB:
 1. Documents required to be filed with the TCPB shall be deemed filed upon actual receipt of the documents by the TCPB, regardless of method of delivery.
 2. Documents may be transmitted for filing by hand delivery, U.S. mail, or courier.
 3. The TCPB has the discretion to accept documents transmitted electronically or by facsimile. If the TCPB does not accept any documents which have been transmitted electronically or by facsimile, it shall, within three (3) business days, make good faith effort to notify the sending party that such service was not accepted.
 4. The TCPB shall stamp all documents with the date and time of receipt.
 5. Delivery of documents to any office of the TCPB other than the TCPB's office when said office is not occupied by the TCPB who can personally accept the documents shall not constitute a lawful filing of papers for any matter under the jurisdiction of the TCPB.

10-5-603. Informal Proceedings: Discovery Limitations. In all proceedings before the Commission, discovery requests to the TCPB shall be limited to requests for production of written

reports and supporting documents relevant to the charges. Interrogatories and depositions shall not be allowed.

10-5-604. Official Notice. The TCPB, upon request made before or during a hearing, or upon its own motion will officially notice:⁷⁹

- a. Federal Law. The Constitution; congressional acts, resolutions, records, journals and committee reports; decisions of federal courts and administrative agencies; executive orders and proclamations; and all rules, orders and notices published in the Federal Register.
- b. Tribal Law. The Constitution of the Chippewa Cree Tribe; the Chippewa Cree Tribal Code, including Title 10, the Chippewa Cree Tribal Credit Transaction and Regulatory Code and all duly enacted rules of the Business Committee as they apply to the Tribal Consumer Financial Service Licensee.⁸⁰

10-5-605. Initial, Interim, or Final Order. Every decision and order, whether initial, interim, or final, shall:⁸¹

- a. Be correctly captioned as to the name of the TCPB and name of proceeding;
- b. Designate all parties and counsel to the proceeding;
- c. Include a concise statement of the nature and the background of the proceeding;
- d. Be accompanied by appropriate numbered findings of fact and conclusions of law and a statement from the presiding officer of the credibility of the witnesses, and that the decision is based, all or in part, upon such findings;
- e. Include the reason or reasons for the particular order or remedy afforded. Findings shall be accompanied by a concise and explicit statement of the underlying evidence of record to support the findings;
- f. Reference specific authority or rules and provisions considered or relied upon.

10-5-606. Judicial Review. The TCPB's decision may be appealed to the Chippewa Cree Tribal Court within 45 days of the date the written decision was served upon the appealing party. The Court's review should be based on and limited to a review of the TCPB's record of decision. The Court may vacate a decision made by the TCPB only if it is arbitrary and capricious or contrary to applicable law.

10-5-607. Computation of Time. For the purposes of this section, in computing any period of time prescribed or allowed by TCPB in future rules, an order of the TCPB, or by an applicable statute, the day of the act, event, or default after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a

⁷⁹ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

⁸⁰ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

⁸¹ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

Saturday, Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a holiday. This section shall not apply to periods of License suspension.⁸²

CHAPTER 6. CONSUMER PROTECTION PROCEDURES.

Part 1. COMPLAINT PROCEDURE - RESPONSIBILITIES

10-6-101. Consumer Rights.

- a. The Consumer, at any time before/during/after the Loan process, may file a complaint with the TCPB.⁸³
- b. The Consumer has the legal right to file a complaint that alleges any/all violations of this Title and any/all applicable Federal laws relating to their Loan.
- c. The Consumer has the legal right to request all Loan documents related to their Loan activity, including, but not limited to copies of the original Loan documents, history of payment processing, and any/all authorizations provided by the Consumer directly related to Loan and payment authorization.

10-6-102. Licensee Responsibilities.

- a. Each Licensee shall appoint a resident agent for service of process and provide notice of such appointment to the TCPB.⁸⁴
- b. Licensee shall, upon request by the TCPB, provide all documents requested within (10) ten business days of request.⁸⁵

10-6-103. TCPB Responsibilities.

- a. The TCPB shall maintain a list of Licensees that is available to interested Persons and to the general public.⁸⁶
- b. The TCPB shall also establish by rule a procedure under which an aggrieved Consumer or any member of the public may file a complaint against a Licensee or an unlicensed Person who violates any portion of this Title.⁸⁷
- c. The TCPB may hold hearings, subject to this Title, upon the request of a party to the complaint, make findings of fact or conclusions of law, issue cease and desist orders, refer the matter to the appropriate law enforcement agency for prosecution for a

⁸² Chippewa Cree Tribe Resolution #54-16, June 2, 2016

⁸³ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

⁸⁴ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

⁸⁵ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

⁸⁶ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

⁸⁷ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

violation of this Title, seek injunctive or other relief in any Tribal court, or suspend or revoke a License granted under this Title.⁸⁸

Part 2. CIVIL REMEDIES

10-6-201. Remedies.

- a. The remedies provided in this section are exclusive and cumulative and apply to Consumers, Licensees and unlicensed Persons to whom this Title applies. Except with respect to any arbitration provision set forth in the Loan Agreement, the courts of the Chippewa Cree Tribe have exclusive jurisdiction to apply and enforce the provisions of this Title, including this part.⁸⁹
 1. Any Person found to have intentionally violated this part is liable to the Consumer for actual damages. Costs and attorney's fees shall not be awarded unless specifically provided for in the Loan Agreement.
 2. A Consumer may sue for injunctive and other similar equitable relief to stop a Person from violating any provisions of this Title.
 3. The Consumer may not bring a class action suit for any violation of this Title, acts in furtherance of this Title, or to enforce this Title.⁹⁰
- b. The Consumer and the Licensee or unlicensed Person may agree to arbitration in accordance with the terms of the Loan Agreement.
- c. The remedies provided in this section are intended to be the exclusive remedies available to a Consumer for a violation of this Title.

Part 3. INVESTIGATIONS BY COMMISSIONER — SUBPOENAS — OATHS — EXAMINATION OF WITNESSES AND EVIDENCE

10-6-301. Investigations. The Commissioner may investigate any matter, upon complaint or otherwise, if it appears that a Person has engaged in or offered to engage in any act practice that is in violation of any provision of this Title or any rule adopted or order issued by the Commissioner pursuant to this Title.⁹¹

10-6-302. Subpoenas-Oaths-Examination of Witness-Evidence.

- a. The Commissioner may issue subpoenas to compel the attendance of witnesses and the production of documents, papers, books, records, and other evidence before it in any matter over which it has jurisdiction, control, or supervision pertaining to this

⁸⁸ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

⁸⁹ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

⁹⁰ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

⁹¹ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

Title. The Commissioner may administer oaths and affirmations to a Person whose testimony is required.

- b. If a Person refuses to obey a subpoena or to give testimony or produce evidence as required by the subpoena, a judge of any court of the Tribe may, upon application and proof of the refusal, issue a subpoena or subpoena duces tecum for the witness to appear before the Commissioner to give testimony and produce evidence as may be required. The clerk of court shall then issue the subpoena, as directed, under the seal of the court, requiring the Person to whom it is directed to appear at the time and place designated in the subpoena.
- c. If a Person served with a subpoena refuses to obey the subpoena or to give testimony or produce evidence as required by the subpoena, the Commissioner may proceed under the contempt provisions or as otherwise provided by the law of the Tribe.

10-6-303. Alternative Procedure. Production of Records Located Outside State — Alternate Procedures — Designated Record Inspectors. If the Commissioner requires the production of records that are located outside the jurisdiction of the Tribe, the party shall either make them available to the Commissioner at a convenient location within the Reservation of the Tribe or pay the reasonable and necessary expenses for the Commissioner to examine them at the place where they are maintained. The Commissioner may designate representatives to inspect them on the Commissioner's behalf.

Part 4. CEASE AND DESIST ORDERS

10-6-401. Cease and Desist. If it appears to the Commissioner that a Person has engaged in or is about to engage in any act or practice constituting a violation of any provision of this Title or any rule adopted or order issued by the Commissioner pursuant to this Title, the Commissioner may issue an order directing the Person to cease and desist from continuing the act or practice after reasonable notice and opportunity for a hearing. The order may apply only to the alleged act or practice constituting a violation of this Title.

10-6-402. Temporary Order. The Commissioner may issue a temporary order pending the hearing that:

- a. Remains in effect until ten (10) days after the hearings examiner issues proposed findings of fact and conclusions of law and a proposed order; or
- b. Becomes final if the Person to whom notice is addressed does not request a hearing within ten (10) days after receipt of the notice.

10-6-403. Violation. A violation of an order issued pursuant to this section is subject to the penalty provisions of this Title and the laws of the Tribe.

Part 5. INJUNCTIONS —RECEIVERS

10-6-501. Injunction.

- a. Whenever the Commissioner has reason to believe that a Person is using, has used, or is about to knowingly use any method, act, or practice that violates any provision of this Title or any rule adopted or order issued by the Commissioner pursuant to this Title, the Commissioner, upon determining that proceeding would be in the public interest, may bring an action in the name of the Tribe against the Person to restrain by temporary or permanent injunction or temporary restraining order the use of the unlawful method, act, or practice.
- b. An action under this section may be brought in the any court of the Tribe.
- c. A Tribal court may issue temporary or permanent injunctions or temporary restraining orders to restrain and prevent violations of this Title, and an injunction must be issued without bond to the Commissioner. If the Commissioner is successful in obtaining an injunction or restraining order under this section, the Commissioner is entitled to an award of reasonable attorney's fees and costs.

10-6-502. Receiver. In addition to all other means provided by law for the enforcement of a restraining order or injunction, the TCPB or any court of competent jurisdiction in which the action is brought may impound and appoint a receiver for the property and business of the defendant, including books, papers, documents, or records pertaining to the property or business, or as much of the property or business as the court considers reasonably necessary to prevent violations of this part. The receiver, when appointed and qualified, has the powers and duties as to custody, collection, administration, winding up, and liquidation of the property and business that are conferred upon the receiver by the court.⁹²

10-6-503. Notice. The notice for an action pursuant to § 10-6-501 must state generally the relief sought and be served at least twenty (20) days before the hearing of the action in which the relief sought is a temporary or permanent injunction. The notice for a temporary restraining order is governed by the laws of the Tribe.⁹³

CHAPTER 7. RULEMAKING.

Part 1. NOTICE OF RULEMAKING

10-7-101. Adopting Rules. In adopting rules under this Code, the TCPB shall, before adopting any rule, except an emergency rule or a housekeeping rule, do each of the following:

- a. Publish a notice of proposed rulemaking at least sixty (60) calendar days before the expiration of the public hearing and comment period for the proposed rulemaking action. In addition to publication, a copy of the notice shall be sent via first-class mail or hand delivered on or before the date of publication to any existing Licensee or pending Applicant for a License whose rights or duties will be substantially affected by the proposed rule.

⁹²Chippewa Cree Tribe Resolution #13-17, February 2, 2017

⁹³ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

- b. Conduct, on the date and at the time designated in the notice at the Rocky Boy's Reservation, Montana, a public hearing at which any Person affected by the proposed rule, may appear and be heard in person, by attorney, or both, and may present the Person's position or contentions orally or in writing. The hearing date should be the last day of the public hearing and comment period:⁹⁴
 1. The TCPB shall make effort to allow all interested parties to make a full presentation of their oral comments, but the TCPB may, at its discretion, limit the time available to each commenter to whatever extent is necessary to conclude the meeting by the end of the business day. The TCPB may, if necessary and at its discretion, extend a hearing for an additional day.⁹⁵
 2. The hearing may be held as a part of a regular or special meeting of the TCPB.⁹⁶
 3. The hearing shall be recorded or detailed minutes shall be taken.⁹⁷

Part 2. REVIEW AND CONSIDERATION OF ALL SUBMITTED COMMENTS

10-7-201. Comments. Interested parties may submit written comments during the public hearing and comment period. The comments must be received by the TCPB before the comment period ends. Oral comments may be made in lieu of, or in addition to, written comments. The oral comments may be made only at the scheduled hearing.

- a. If substantial changes to the proposed rule are made after the hearing and review of the submitted comments, a supplemental notice will be issued. An additional comment period shall be open for at least sixty (60) days. An additional hearing may be held at the discretion of the TCPB.
- b. If substantial changes to the proposed rule are not made, or they have been made and the additional comment period has passed and no additional substantial changes are made, then the TCPB shall vote on the final rule. If the final rule passes the TCPB, the TCPB shall submit the final rule to the Business Committee for the Business Committee's consideration and vote.⁹⁸
- c. If the Tribal Business Committee passes the final rule, then the TCPB shall publish the rulemaking order of adoption. The order of adoption must contain an effective date, and the effective date must be at least thirty (30) days after the adoption date.

⁹⁴ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

⁹⁵ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

⁹⁶ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

⁹⁷ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

⁹⁸ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

Part 3. HOUSEKEEPING RULEMAKING; EMERGENCY RULEMAKING

10-7-301. Housekeeping Rulemaking. The TCPB may hold a public hearing for a proposed housekeeping rule at its discretion. If the TCPB chooses to hold a public hearing, the hearing is subject to the requirements contained herein.

10-7-302. Emergency Rulemaking Criteria. Emergency rulemaking is appropriate under the following circumstances:

- a. The circumstances call for immediate action to protect the public safety, general welfare, or the integrity of the Tribal Consumer Financial Services operation, and observing the notice and hearing requirements of regular rulemaking would be contrary to the public interest; or
- b. Binding law or regulation requires immediate adoption of a rule to protect the public or the Tribal Consumer Financial Services operation.

10-7-303. Emergency Rulemaking Procedure.

- a. Emergency rulemaking is exempt from the notice requirement given in § 10-7-101 to address the emergency. The TCPB will vote on a proposed emergency rule as soon as possible, without a comment period.
- b. Upon adoption of an emergency rule by the TCPB, the emergency rule shall be submitted to the Tribal Business Committee for consideration and vote.
- c. Upon Adoption of the emergency rule by the Business Committee, the TCPB shall publish the rulemaking order of adoption. The order of adoption must contain an effective Date, and the effective date will be the day of adoption. The order of adoption shall contain a notice that interested parties may petition for the amendment or abrogation of the emergency rule.⁹⁹

10-7-304. Petition for Rulemaking. An interested party may at any time petition for the issuance, amendment, or abrogation of a rule. The petition must be signed and filed with the TCPB. The TCPB shall consider the petition and may, at its discretion, begin a rulemaking.

10-7-305. Rulemaking-Commission Discharge of Duties. The TCPB shall diligently discharge the duties imposed by this section, but a minor failure of publication or a failure to mail any notice or copy of a proposed rule does not necessarily invalidate any rule.

10-7-305. Computation of Time. For the purposes of this section, in computing any period of time prescribed or allowed by TCPB regulation, an order of the TCPB, or by an applicable statute, the day of the act, event, or default after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday or a legal holiday, in which event the period runs until the end of the next day

⁹⁹ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

which is not a Saturday, Sunday, or a holiday. This section shall not apply to periods of License suspension.

CHAPTER 8. GENERAL PROVISIONS

10-8-101. Governing Law. Except as otherwise provided in this Code or the other laws of the Tribe, Loan Agreement between any Creditor authorized by the Tribe to lend money and a Consumer shall be governed by this Code and the laws of the Tribe notwithstanding any federal or Tribal law to the contrary.

10-8-102. Severability. If the application of any provision or clause of this Code is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or application of this Code if the remaining provisions can still be given effect without the invalid provision(s) or application(s).

10-8-103. Administration. The Commissioner of the TCPB shall be charged with the administration of this Code. The Commissioner is authorized to promulgate rules regarding those matters designated to be governed by this Code.¹⁰⁰

10-8-104. Limited Debt Collection Exemption. The Chippewa Cree Tribal Departments shall have a five (5) year grace period after the effective date of this Code to pursue and collect any unpaid employee loan debt in accordance with departmental policies.¹⁰¹

10-8-105. Limited Loan Exemptions. Home mortgage loans and governmental issued small business loans are exempt from this Code.¹⁰²

10-8-106. Effective Date. This Code shall take effect and be in full force and effect from and after the date of its final passage and approval of the Business Committee.¹⁰³

¹⁰⁰ Chippewa Cree Tribe Resolution #54-16, June 2, 2016

¹⁰¹ Chippewa Cree Tribe Resolution #98-16, September 1, 2016

¹⁰² Chippewa Cree Tribe Resolution #98-16, September 1, 2016

¹⁰³ Chippewa Cree Tribe Resolution #98-16, September 1, 2016

Exhibit 6

Regulatory Oversight

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COVID-19 UPDATE: Plain Green is here and ready to help you. We're committed to meeting your needs for emergency cash.



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Serving More Than 1 Million Customers Since 2011.

About Us

Plain Green, LLC is the premier online resource that helps people meet their emergency and cash-flow needs quickly and easily online with bi-weekly and monthly installment loans. We're a tribally chartered corporation that has funded more than \$1 billion in loans, helping more than 1 million customers, since 2011.

Our mission is straightforward: to provide consumers with a simple, safe solution when they need cash the most. Our customers appreciate the easy, flexible access to loans. They often turn to Plain Green Loans as an emergency solution to avoid more costly forms of credit that may result in bounced checks or overdraft fees. We support the "life-interrupted consumer" with small-scale, short-term funding for those unexpected events or difficult financial situations.

As a subsidiary of Atoske Holding Company, we're led by a strong management team with extensive experience in the financial services industry. We market, underwrite, and service our own portfolio and are well positioned to maximize the economic and social impact to the Chippewa Cree Tribe.

Our Tribe

Plain Green is a tribal lending entity, wholly owned by the Chippewa Cree Tribe of the Rocky Boy's Indian Reservation, Montana — a federally recognized sovereign nation located within the United States of America. The tribe was established by Congressional Action September 7, 1916 and is located near Box Elder, Montana where the Chippewa Cree Tribe still resides today. We operate within the Tribe's Reservation, which is also the location of our Corporate Office and our Customer Service Center.

The Tribe oversees the business operations of Plain Green with the goal of funding governmental services, jobs, economic development, and bringing long-term economic stability to the Chippewa Cree Tribe. Online lending and loan management is a serious business governed by internal regulatory (Regulatory), policies, Plain Credit Opportunity, Electronic Fund Transfer, Fair Credit Reporting, and other mandated requirements.

New business ventures, including lending via the internet, have allowed the tribe to better care for its people and community. Revenue generated from Plain Green has provided tribal members with countless opportunities.

Chippewa Cree Tribe Community Support



Scholarships, Internships, Educational Support

Regulatory Oversight
Need help? Call (866) 420-1571 (tel:+18664207157)



Our Reviews

We welcome reviews from our customers! Plain Green Loans is proud to have achieved an 8.9 rating (out of 10) on TrustPilot, an independent website where consumers provide feedback on brands they trust.

Read Real Reviews (https://www.trustpilot.com/review/plaingreenloans.com?utm_medium=Trustbox&utm_source=Carousel), on TrustPilot.

You can also watch real customers tell their stories on our [YouTube channel](https://www.youtube.com/channel/UC5UMuK78o1sqQQdn1tugaIA) (<https://www.youtube.com/channel/UC5UMuK78o1sqQQdn1tugaIA>).



The Great Seal of the Chippewa Cree Tribe of the Rocky Boy's Reservation of Montana