

EXHIBIT A

Exhibit A

(Former Western Sky's Website Homepage)



QUESTIONS? Call Us at 1-888-997-6895

[Home](#) | [Login](#) | [Rates](#) | [Contact Us](#)

Loans from \$850 to \$10,000 In your Bank Account Overnight.*

Western Sky Loans

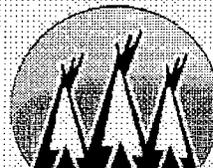
Application Time is typically less than 5 minutes

Western Sky is NOT a Payday Lender

Not a short term lender, our loan periods range from 12 months to 7 years with **NO PREPAYMENT PENALTY**

Call us to apply or with any questions you have at

1-888-997-6895 **Apply Now**



WESTERN SKY
FINANCIAL

Loans from \$850 to \$10,000 In your Bank Account Overnight. Just complete our short online application and get an answer in minutes.

We are an installment lender and our rates are much lower than most payday lenders. You may apply now online or call 1-888-997-6895 to speak to a loan agent.

You may apply now or have a loan agent contact you!

*Subject to credit approval. Additional documentation required.

WESTERN SKY FINANCIAL is owned wholly by an individual Tribal Member of the Cheyenne River Sioux Tribe and is not owned or operated by the Cheyenne River Sioux Tribe or any of its political subdivisions. WESTERN SKY FINANCIAL is a Native American business operating within the exterior boundaries of the Cheyenne River Sioux Reservation, a sovereign nation located within the United States of America. Western Sky loans are not available to consumers in California, Colorado, Connecticut, Kentucky, Maine, Maryland, Massachusetts, Missouri, New York, Ohio, Oregon, Pennsylvania, South Dakota, Vermont, Washington and West Virginia.

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[Western Sky Privacy Policy](#), [Terms Of Use](#), [Responsible Lending](#)

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EXHIBIT B

Exhibit B
(Western Sky's Advertised Rates of Interest)



QUESTIONS? Call Us at 1-888-997-6895

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Rates

Apply Now

Here are Western Sky's current rates. Please be aware that not all applicants will qualify for every loan product or the lowest interest rate for a particular loan product. Some applicants will not qualify for any of the products. *Western Sky reserves* the right to change the rates and loan products *listed below* without notice.

What state do you live in?

Loan Product	Borrower Proceeds	Loan Fee	APR	Number of Payments	Payment Amount
\$10,000	\$9,925	\$75	89.68%	84	\$743.49
\$5,075	\$5,000	\$75	116.73%	84	\$486.58
\$2,600	\$2,525	\$75	139.22%	47	\$294.46
\$1,500	\$1,000	\$500	234.25%	24	\$198.19
\$850	\$500	\$350	342.86%	12	\$150.72

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EXHIBIT C

Exhibit C

Affidavits of North Carolina Consumers

Affidavit of Coretta Clark.....1

Affidavit of Harold Anderson.....2

Affidavit of Jacqueline Brown.....3

Affidavit of Edwin R. Sevits.....4

Affidavit of Shirley H. Smith.....5

EXHIBIT C-1

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

AFFIDAVIT OF CORRETTA D. CLARK

I, Corretta D. Clark, being first sworn, do hereby depose and say:

1. I saw an advertisement about Western Sky on television in July 2011. I called the company and applied for a loan over the phone. As part of the application process, Western Sky required that I provide my bank account number. I faxed what they needed and the next day I was notified by phone that my application for a loan was approved.

2. A loan for \$2,600.00 was electronically deposited into my bank account (\$2,525.00 plus a \$75.00 prepaid finance charge/origination fee). My loan was originated and funded by Western Sky on July 5, 2011, with an annual percentage rate (APR) of 139.12 percent. My payment schedule was one payment of \$263.25 on August 1, 2011, with 47 monthly payments of \$294.46 beginning on September 1, 2011. (A true and accurate copy of the loan agreement is attached and marked Exhibit A).

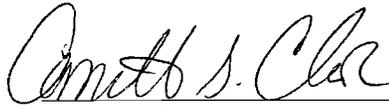
3. In July 2011, I was notified by e-mail that my loan was sold to WS Funding, LLC, and that CashCall would be servicing my loan. Thereafter, my payments were electronically drafted by CashCall from my bank account. I often had difficulty making my payments due to lack of funds, and CashCall would contact me on a daily basis if my payments were not received on time. At times I requested that my payment be drafted at a later date; however, CashCall failed to comply with my request and continued to draft my account anyway which created a financial hardship for me. The CashCall representatives were often rude and disrespectful and threatened to take me to court for

lack of payment. I subsequently sent a letter in September 2012 asking that CashCall only contact me by e-mail, and they complied with my request.

4. CashCall drafted my account for payment from August 2011 through September 2012. It was then that I realized that very little had been paid towards the principal of my loan after contacting CashCall and being told that I continued to owe over \$2,500.00. This is consistent with the loan transaction history from CashCall which shows that as of September 8, 2012, I had paid a total of \$4,395.98 towards my loan but had a remaining balance of \$2,529.39. (See the attached loan transaction history marked Exhibit B).

5. I closed my bank account in September 2012 because CashCall continued to draft my account after I asked them not to do so. I subsequently filed a complaint with the North Carolina Attorney General's office on September 17, 2012. (A copy of the Consumer Complaint is attached and marked Exhibit C).

6. I made no payments to CashCall after I closed my bank account in September 2012. Thereafter, I received a letter from Delbert Services Corporation, a debt collector, dated March 19, 2013, demanding payment of my loan. (See the attached letter from Delbert Services Corporation marked Exhibit D). They indicated that WS Funding, LLC, had referred my Western Sky Financial account to their office for immediate collections. They demanded that I pay \$4,634.50 which included the principal, fees, and interest accrued as of the date of their letter.

 5/29/13
Corretta D. Clark Date

Sworn to and subscribed before me

this the 29th day of May, 2013

Ante L. Russell
(Notary Public)

My commission expires: April 26, 2014

ANITA L. RUSSELL
Notary Public - North Carolina
Guilford County
My Commission Expires April 26, 2014

WESTERN SKY CONSUMER LOAN AGREEMENT

Loan No.: 6791884	Date of Note: July 05, 2011
	Expected Funding Date: July 05, 2011
Lender: Western Sky Financial, LLC	Borrower: CORRETTA CLARK
Address: P.O. Box 370 Timber Lake, SD 57656	Address: 1410 ADAMS PARKWAY GREENSBORO, NC 27407

This Loan Agreement is subject solely to the exclusive laws and jurisdiction of the Cheyenne River Sioux Tribe, Cheyenne River Indian Reservation. By executing this Loan Agreement, you, the borrower, hereby acknowledge and consent to be bound to the terms of this Loan Agreement, consent to the sole subject matter and personal jurisdiction of the Cheyenne River Sioux Tribal Court, and that no other state or federal law or regulation shall apply to this Loan Agreement, its enforcement or interpretation.

You further agree that you have executed the Loan Agreement as if you were physically present within the exterior boundaries of the Cheyenne River Indian Reservation, a sovereign Native American Tribal Nation; and that this Loan Agreement is fully performed within the exterior boundaries of the Cheyenne River Indian Reservation, a sovereign Native American Tribal Nation.

In this Loan Agreement, the words "you" and "your" mean the person signing as a borrower. "We," "us," "our," and "Lender" mean Western Sky Financial, LLC, a lender authorized by the laws of the Cheyenne River Sioux Tribal Nation and the Indian Commerce Clause of the Constitution of the United States of America, and any subsequent holder of this Note ("Western Sky").

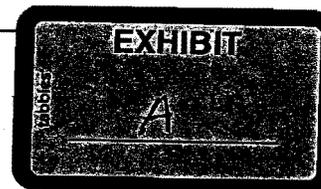
TRUTH IN LENDING DISCLOSURES: The disclosures below are provided to you so that you may compare the cost of this loan to other loan products you might obtain in the United States. Our inclusion of these disclosures does not mean that we consent to application of state or federal law to us, to the loan, or this Loan Agreement.

TRUTH IN LENDING ACT DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
<i>The cost of your credit as a yearly rate</i>	<i>The dollar amount the credit will cost you</i>	<i>The amount of credit provided to you</i>	<i>The amount you will have paid after all payments are made as scheduled</i>
139.12 %	\$11,577.87	\$2,525.00	\$14,102.87

PAYMENT SCHEDULE

One payment of \$263.25 on August 01, 2011.



47 monthly payments of \$294.46 beginning on September 01, 2011.

Late Charge: If a payment is more than 15 days late, you will be charged \$29.00.

Prepayment: If you pay off this loan early, you will not have to pay any penalty.

Please see the remainder of this document for additional information about nonpayment, default and any required repayment in full before the scheduled date.

ITEMIZATION OF AMOUNT FINANCED

Amount Financed:	\$2,525.00
Amount Paid to Borrower Directly:	\$2,525.00
Prepaid Finance Charge/Origination Fee:	\$75.00

You promise to pay to the order of Western Sky or any subsequent holder of this Note the sum of **\$2,600.00**, together with interest calculated at **135.00 %** per annum and any outstanding charges or late fees, until the full amount of this Note is paid. You promise to repay this loan by making, at a minimum, the payments described on the payment schedule listed above.

Payments will be applied first to any outstanding charges or late fees, then to earned interest and finally to principal. The payment schedule described above may change in the event you do not make all payments as scheduled or in the event you accrue any fees.

Interest is calculated on a 360/360 simple interest basis. This means that interest is calculated by dividing the annual Interest Rate by 360, multiplying that number by the outstanding principal balance, and multiplying that number by the number of days the principal balance is outstanding.

You may prepay all or any part of the principal without penalty.

If you fail to make any payment due hereunder, the holder of this Note shall have the right, after a 30-day grace period, to declare this note to be immediately due and payable. If you file for an assignment for the benefit of creditors, or for bankruptcy, the holder of this Note shall have the right to declare this Note to be immediately due and payable.

Except as may be provided in the "Arbitration" section of this Note, if we are required to employ an attorney at law to collect any amounts due hereunder, you will be required to pay the reasonable fees of such attorney to protect our interest or to take any other action required to collect the amounts due hereunder.

The Prepaid Finance Charge disclosed above is fully earned upon loan origination and is not subject to rebate upon prepayment or acceleration of this Note.

LATE FEES. You will be subject to a late fee of \$29.00 if you fail to make your payment within 15 days of the due date. We can collect any late fees immediately via Electronic Funds Transfer (EFT) from your bank account.

INSUFFICIENT FUNDS. You will be subject to a fee of \$29.00 if any payment you make is

returned by your bank for insufficient funds.

E-SIGN/ELECTRONIC COMMUNICATIONS. Although federal law does not apply to this Agreement, this Note is in original format an electronic document fully compliant with the Electronic Signatures in Global and National Commerce Act (E-SIGN) and other applicable laws and regulations, and the one, true original Note is retained electronically by us. All other versions hereof, whether electronic or in tangible format, constitute facsimiles or reproductions only. You understand that you have previously consented to receive all communications from us, including but not limited to all required disclosures, electronically.

CREDIT REPORTS. You agree that we may obtain credit reports on you on an ongoing basis as long as this loan remains in effect. You also authorize us to report information concerning this account to credit bureaus and anyone else we believe in good faith has a legitimate need for such information. Late payments, missed payments, or other defaults on this account may be reflected in your credit report.

CALL MONITORING/RECORDING. You understand that, from time to time, we may monitor or record telephone calls between us for quality assurance purposes. You expressly consent to have your calls monitored or recorded.

TELEPHONE CALLS. You hereby agree that in the event we need to contact you to discuss your account or the repayment of your loan, we may telephone you at any number, including any cell phone number provided, and that we may leave an autodialed or prerecorded message or use other technology to make that contact or to communicate to you the status of your account.

VERIFICATION. You authorize us to verify all of the information you have provided in obtaining approval of this Loan.

GOVERNING LAW. This Agreement is governed by the Indian Commerce Clause of the Constitution of the United States of America and the laws of the Cheyenne River Sioux Tribe. We do not have a presence in South Dakota or any other states of the United States. Neither this Agreement nor Lender is subject to the laws of any state of the United States of America. By executing this Agreement, you hereby expressly agree that this Agreement is executed and performed solely within the exterior boundaries of the Cheyenne River Indian Reservation, a sovereign Native American Tribal Nation. You also expressly agree that this Agreement shall be subject to and construed in accordance only with the provisions of the laws of the Cheyenne River Sioux Tribe, and that no United States state or federal law applies to this Agreement. You agree that by entering into this Agreement you are voluntarily availing yourself of the laws of the Cheyenne River Sioux Tribe, a sovereign Native American Tribal Nation, and that your execution of this Agreement is made as if you were physically present within the exterior boundaries of the Cheyenne River Indian Reservation, a sovereign Native American Tribal Nation.

ASSIGNMENT. We may assign or transfer this Loan Agreement or any of our rights under it at any time to any party.

WAIVER OF JURY TRIAL AND ARBITRATION.

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. Unless you exercise your right to opt-out of arbitration in the manner described below, any dispute you have with Western Sky or anyone else under this loan agreement will be resolved by binding arbitration. Arbitration replaces the right to go to court, including the right to have a jury, to engage in discovery (except as may be provided in the arbitration rules), and to participate in a class action or similar proceeding. In Arbitration, a dispute is resolved by an arbitrator instead of a judge or jury. Arbitration procedures are simpler and more limited than court procedures. Any Arbitration will be limited to the dispute between yourself and the holder of the Note and will not be part of a class-wide or consolidated Arbitration proceeding.

Agreement to Arbitrate. You agree that any Dispute, except as provided below, will be resolved by Arbitration, which shall be conducted by the Cheyenne River Sioux Tribal Nation by an authorized representative in accordance with its consumer dispute rules and the terms of this Agreement.

Arbitration Defined. Arbitration is a means of having an independent third party resolve a Dispute. A "Dispute" is any controversy or claim between you and Western Sky or the holder or servicer of the Note. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present, or future, including events that occurred prior to the opening of this Account), based on any legal or equitable theory (tort, contract, or otherwise), and regardless of the type of relief sought (i.e. money, injunctive relief, or declaratory relief). A Dispute includes, by way of example and without limitation, any claim based upon marketing or solicitations to obtain the loan and the handling or servicing of my account whether such Dispute is based on a tribal, federal or state constitution, statute, ordinance, regulation, or common law, and including any issue concerning the validity, enforceability, or scope of this loan or the Arbitration agreement. For purposes of this Arbitration agreement, the term "the holder" shall include Western Sky or the then-current note holder's employees, officers, directors, attorneys, affiliated companies, predecessors, and assigns, as well as any marketing, servicing, and collection representatives and agents.

Choice of Arbitrator. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested at the address appearing at the top of this Loan Agreement of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Arbitration shall be conducted in the Cheyenne River Sioux Tribal Nation by a panel of three Tribal Elders and shall be conducted in accordance with the Cheyenne River Sioux Tribal Nation's consumer rules and the terms of this Agreement. You may appear at Arbitration via telephone or video conference, and you will not be required to travel to the Cheyenne River Sioux Tribal Nation. The party receiving notice of Arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. You understand that if you demand Arbitration, you must inform us of your demand of the Arbitrator you have selected. You also understand that if you fail to notify us, then we have the right to select the Arbitrator.

Cost of Arbitration. We will pay the filing fee and any costs or fees charged by the arbitrator regardless of which party initiates the Arbitration. Except where otherwise provided by the law of the Cheyenne River Sioux Tribal Nation, each party will be responsible for its own attorneys' fees and other expenses. Unless prohibited by law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the Arbitration.

Waiver of Rights. YOU HEREBY AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL, TO HAVE A COURT DECIDE YOUR DISPUTE, TO PARTICIPATE IN A CLASS ACTION LAWSUIT, AND TO CERTAIN DISCOVERY AND OTHER PROCEDURES THAT ARE AVAILABLE IN A LAWSUIT. The arbitrator has the ability to award all remedies available by statute, at law, or in equity to the prevailing party, except that the parties agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving the individual disputes between the parties. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide Arbitration is to be determined solely by a court of competent jurisdiction located within the Cheyenne Rivers Sioux Tribal Nation, and not by the arbitrator. If the court refuses to enforce the class-wide Arbitration waiver, or if the arbitrator fails or refuses to enforce the waiver of class-wide Arbitration, 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 court rules and procedures.

Applicable Law and Judicial Review. THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING THE INDIAN COMMERCE CLAUSE OF THE CONSTITUTION OF THE UNITED STATES OF AMERICA, AND SHALL BE GOVERNED BY THE LAW OF THE CHEYENNE RIVER

SIOUX TRIBE. The arbitrator will apply the laws of the Cheyenne River Sioux Tribal Nation and the terms of this Agreement. The arbitrator must apply the terms of this Arbitration agreement, including without limitation the waiver of class-wide Arbitration. The arbitrator will make written findings and the arbitrator's award may be filed in the Cheyenne River Sioux Tribal Court, which has jurisdiction in this matter. The Arbitration award will be supported by substantial evidence and must be consistent with this Agreement and applicable law or may be set aside by a court upon judicial review.

Small Claims Exception. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal in the Cheyenne River Sioux Tribal Small Claims Court for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration.

Other Provisions. This Arbitration provision will survive: (i) termination or changes in this Agreement, the Account, or the relationship between us concerning the Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of my Note, or any amounts owed on my account, to any other person or entity. This Arbitration provision benefits and is binding upon you, your respective heirs, successors and assigns. It also benefits and is binding upon us, our successors and assigns, and related third parties. The Arbitration Provision continues in full force and effect, even if your obligations have been paid or discharged through bankruptcy. The Arbitration Provision survives any termination, amendment, expiration, or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. If any of this Arbitration Provision is held invalid, the remainder shall remain in effect

Right to Opt Out. If you do not wish your account to be subject to this Arbitration Agreement, you must advise us in writing at P.O. Box 370, Timber Lake, South Dakota, 57565, or via e-mail at info@westernsky.com. You must clearly print or type your name and account number and state that you reject Arbitration. You must give written notice; it is not sufficient to telephone us. We must receive your letter or e-mail within sixty (60) days after the date your loan funds or your rejection of Arbitration will not be effective. In the event you opt out of Arbitration, any disputes hereunder shall nonetheless be governed under the laws of the Cheyenne River Sioux Tribal Nation.

THIS LOAN CARRIES A VERY HIGH INTEREST RATE. YOU MAY BE ABLE TO OBTAIN CREDIT UNDER MORE FAVORABLE TERMS ELSEWHERE. EVEN THOUGH THE TERM OF THE LOAN IS 48 MONTHS, WE STRONGLY ENCOURAGE YOU TO PAY OFF THE LOAN AS SOON AS POSSIBLE. YOU HAVE THE RIGHT TO PAY OFF ALL OR ANY PORTION OF THE LOAN AT ANY TIME WITHOUT INCURRING ANY PENALTY. YOU WILL, HOWEVER, BE REQUIRED TO PAY ANY AND ALL INTEREST THAT HAS ACCRUED FROM THE FUNDING DATE UNTIL THE PAYOFF DATE.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS AGREEMENT BEFORE YOU SIGN IT. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.

<input checked="" type="checkbox"/>	YOU HAVE READ AND UNDERSTAND THE ARBITRATION SECTION OF THIS NOTE AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THAT SECTION.
<input checked="" type="checkbox"/>	YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS PROMISSORY NOTE AND DISCLOSURE STATEMENT AND AGREE TO BE BOUND THERETO. YOU UNDERSTAND AND AGREE THAT YOUR EXECUTION OF THIS NOTE SHALL HAVE THE SAME LEGAL FORCE AND EFFECT AS A PAPER CONTRACT.

CONSUMER COMPLAINTS - If you have a complaint about our loan, please let us know. You can contact us at P.O. Box 370, Timber Lake, South Dakota, 57656, telephone (877) 860-2274.

ELECTRONIC FUNDS AUTHORIZATION AND DISCLOSURE

You hereby authorize us to initiate electronic funds transfers ("EFTs") for withdrawal of your scheduled loan payment from your checking account on or about the FIRST day of each month. You further authorize us to adjust this withdrawal to reflect any additional fees, charges or credits to your account. We will notify you 10 days prior to any given transfer if the amount to be transferred varies by more than \$50 from your regular payment amount. You also authorize us to withdraw funds from your account on additional days throughout the month in the event you are delinquent on your loan payments. You understand that this authorization and the services undertaken in no way alters or lessens your obligations under the Loan Agreement. You understand that you can cancel this authorization at any time (including prior to your first payment due date) by sending written notification to us. Cancellations must be received at least three business days prior to the applicable due date. This EFT debit authorization will remain in full force and effect until the earlier of the following occurs: (i) you satisfy all of your payment obligations under this Loan Agreement or (ii) you cancel this authorization.

In addition, you hereby authorize us and our agents to initiate a wire transfer credit to your bank account to disburse the proceeds of this Loan.

<input checked="" type="checkbox"/>	YOU UNDERSTAND OUR PAYMENT COLLECTION PROCEDURE AND AUTHORIZE ELECTRONIC DEBITS FROM YOUR BANK ACCOUNT.
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Click [here](#) to print out a copy of this document for your records.

Loan Transaction History

Print Date: 09/28/12

Loan Id: 6791884 **Principal Balance:** \$2,529.39 **Amount Due:** \$87.00 **Page 1 of 2**
Borrower's Name: CORRETTA CLARK **Next Due Date:** 07/16/12 **Interest Rate:** 135.00 %

Txn #	Txn Date	Apply Date	Total Amount	Type	Fee	Interest	Principal	Principal Balance	Txn Code	Cancelled By Txn#	See Txn#	Agent	Comment
1	07/05/11	07/05/11	0.00				2,600.00	2,600.00	600			tawny.lawrence	Loan Origination
7	08/03/11	08/03/11	29.00	NSF	29.00		0.00	2,600.00	360		22		08/01/2011 ACH reversed - NSF
8	08/12/11	08/08/11	263.25	ACH		-263.25	0.00	2,600.00	700				2011 080911req - -ACHVendor=National Processing, SettlementID=14c6454f b10f--
15	09/16/11	09/16/11	29.00	NSF	29.00		0.00	2,600.00	360		22,26		09/16/2011 ACH reversed - NSF
16	09/16/11	09/16/11	29.00	LATE	29.00		0.00	2,600.00	350		26		09/16/2011 ACH reversed - NSF
17	09/23/11	09/20/11	294.46	ACH		-292.50	-1.96	2,598.04	700				2011 092111req - -ACHVendor=National Processing, SettlementID=96fc2ffed 57b--
20	10/06/11	10/01/11	294.46	ACH		-292.28	-2.18	2,595.86	700				Scheduled ACH for 2011-10-01 () - -ACHVendor=National Processing, SettlementID=b480de7 25949--
22	10/18/11	10/14/11	50.00	ACH	-50.00		0.00	2,595.86	700		7,15		Fee ACH for 2011-10-14 () - -ACHVendor=ACHWorks, SettlementID=BAJ0010 O--
26	11/08/11	11/04/11	331.46	ACH	-37.00	-292.03	-2.43	2,593.43	700		15,16		REQUEST 2011-11-04 () -ACHVendor=ACHWorks, SettlementID=BB90012 Y--
31	12/06/11	12/01/11	294.46	ACH		-291.76	-2.70	2,590.73	700				Scheduled ACH for 2011-12-01 () - -ACHVendor=ACHWorks, SettlementID=BC70013 R--
34	01/16/12	01/16/12	29.00	LATE	29.00		0.00	2,590.73	350		44		Automated Fee Sweep
41	01/24/12	01/24/12	29.00	NSF	29.00		0.00	2,590.73	360		44		01/23/2012 ACH reversed - NSF
44	01/31/12	01/31/12	352.46	MONEY GRAM	-58.00	-291.46	-3.00	2,587.73	713		34,41		MoneyGram Express Payment \$352.46 by CLARK, CORRETTA on 2012-01-31 16:05:02. Payment Ref=42121532-2012-01-31.
49	02/16/12	02/16/12	29.00	LATE	29.00		0.00	2,587.73	350		50		Automated Fee Sweep
50	02/29/12	02/29/12	343.36	CREDIT_CARD	-38.95	-301.07	-3.34	2,584.39	720		51,49	jude.hernandez	Credit Card Payment ()
51	02/29/12	02/29/12	9.95	CCARD	9.95		0.00	2,584.39	371		50	jude.hernandez	Credit Card Payment ()
58	03/16/12	03/16/12	29.00	LATE	29.00		0.00	2,584.39	350		59		Automated Fee Sweep
59	03/19/12	03/19/12	323.46	CREDIT_CARD	-38.95	-271.10	-13.41	2,570.98	720		60,58	daiquiri.jackson	Credit Card Payment ()



Loan Id: 6791884
 Borrower's Name: CORRETTA CLARK

Principal Balance: \$2,529.39
 Next Due Date: 07/16/12

Amount Due: \$87.00
 Interest Rate: 135.00 %

Txn #	Txn Date	Apply Date	Total Amount	Type	Fee	Interest	Principal	Principal Balance	Txn Code	Cancelled By Txn#	See Txn#	Agent	Comment
60	03/19/12	03/19/12	9.95	CCARD	9.95		0.00	2,570.98	371		59	daiquiri.jackson	Credit Card Payment
65	04/04/12	04/01/12	294.46	ACH		-289.24	-5.22	2,565.76	700				Scheduled ACH for 2012-04-01 -ACHVendor=ACHWorks, SettlementID=C45001A3-
68	05/03/12	05/01/12	294.46	ACH		-288.65	-5.81	2,559.95	700				Scheduled ACH for 2012-05-01 -ACHVendor=ACHWorks, SettlementID=C540016G-
76	06/05/12	06/05/12	29.00	NSF	29.00		0.00	2,559.95	360		79		06/01/2012 ACH reversed - NSF
78	06/16/12	06/16/12	29.00	LATE	29.00		0.00	2,559.95	350		79		Automated Fee Sweep
79	06/29/12	06/29/12	360.41	CREDIT_CARD	-65.95	-287.99	-6.47	2,553.48	720		80,76,78	magdiel.guerero	Credit Card Payment
80	06/29/12	06/29/12	7.95	CCARD	7.95		0.00	2,553.48	371		79	magdiel.guerero	Credit Card Payment
90	07/17/12	07/17/12	29.00	NSF	29.00		0.00	2,553.48	360				07/17/2012 ACH reversed - NSF
96	07/27/12	07/27/12	157.95	CREDIT_CARD	-7.95	-142.81	-7.19	2,546.29	720		97	collin.folk	Credit Card Payment
97	07/27/12	07/27/12	7.95	CCARD	7.95		0.00	2,546.29	371		96	collin.folk	Credit Card Payment
103	07/28/12	07/01/12	144.46	NON-CASH		-144.46	0.00	2,546.29	500				FORBEARANCE
106	07/28/12	07/16/12	29.00	LATE	29.00		0.00	2,546.29	350				FORBEARANCE
112	08/31/12	08/31/12	150.00	MONEY GRAM		-142.00	-8.00	2,538.29	713				MoneyGram Express Payment \$150.00 by CLARK, CORRETTA on 2012-08-31 20:32:09. Payment Ref: -2012-08-31.
118	08/31/12	08/01/12	144.46	NON-CASH		-144.46	0.00	2,538.29	500				FORBEARANCE
120	08/31/12	08/16/12	29.00	LATE	29.00		0.00	2,538.29	350				FORBEARANCE
123	09/08/12	09/08/12	302.41	CREDIT_CARD	-7.95	-285.56	-8.90	2,529.39	720		124	raja.harris	Credit Card Payment
124	09/08/12	09/08/12	7.95	CCARD	7.95		0.00	2,529.39	371		123	raja.harris	Credit Card Payment

Day, Jennifer

From: consforms@ncdoj.gov
Sent: Monday, September 17, 2012 1:45 PM
To: Consumer
Subject: Complaint 25906 Clark

Your Information

Prefix Ms * First Name Corretta
Middle Initial D * Last Name Clark
* Mailing Address 1410 Adams Farm Parkway Apartment R
* City Greensboro
* State NC * Zip Code 27407
Country, if not US
Day Phone Number (including area code) 336-340-1909
Evening Phone Number (including area code) 336-340-1909
Cell Phone Number (including area code) 336-3401909
Fax Number (including area code)
County of Residence Guilford Email Address corretta_clark@yahoo.com

Information About Company Against Which You Are Complaining

* Full name of company Cash Clark
Address 1600 S Douglass Rd
City Anaheim
State CA Zip Code 92806
Country, if not US
Company's internet address (URL) www.cashcall.com
* Telephone number, including area code 1-866-590-CASH
Fax number, including area code 1-949-225-4699;1-949-225-

Complaint Information (complete any blocks which apply to your complaint)

Product, item, or service involved PAY DAY LOAN
Date of purchase, service, contract 5/1/2011 12:00:00 AM
Manufacturer or brand PAY DAY LOAN



Model

Account number 6791884

Do not submit credit card or bank account numbers through this form. If you need to provide that information as part of your complaint, please mail it to us instead.

Serial number

Did you sign a contract or a lease? Yes

Start Date End Date

Total amount paid 4395.98 Amount in dispute 2600

How was payment made: Debit card

Did you buy an extended service contract? No

If yes, name of company responsible for extended service contract or warranty

Information About the Transaction

How was initial contact made between you and the business? I telephoned the business
Where did the transaction take place? Over the phone

Details of Complaint

* Details As of 9/2012 I have paid cash call 4,395.98 and the principal was 2600.00, and my monthly payment is 294.46. I asked for payoff amount and it is still 2700.00 this doesn't make any sense, and they are charging me 135 percent interest!! I took the loan originally through Western Sky and they sold it to Cash Call..I have been making payments on time for the most part (99%) and I have received harrassment calls and bullying. I can not take it anymore. I will close my bank account to if I have to. I have tried to work with them, as far as, coming to an agreement and their not willing. I refuse to pay anymore, I have paid more than the principal amount.

Resolution Attempts You Have Made

Have you contacted the company with your complaint? Yes
If yes, name of person most recently contacted Unknown
His/her phone number, incl. area

code

Results

And I quote, "you knew what you was getting yourself into, can't you borrow the money, take out another loan!"

* What resolution would you consider fair?

NO

Do you have an attorney in this case?

No

If yes, name of your attorney

Attorney's number, incl. area code

Has your complaint been heard or is it scheduled to be heard in court?

No

If yes, where and when?

If already heard, what was the result?

Will you be submitting documentation by mail or fax?

No

Delbert Services Corporation
7125 Pollock Drive
Las Vegas, Nevada 89119
March 19, 2013

702-589-5091

CORRETTA CLARK
1410 ADAMS FARM PKWY APT R
GREENSBORO, NC 27407

Re: Western Sky Financial Account #: 6791884
Delbert Account #: 6791884
Permit No.: 103660

~~Dear CORRETTA CLARK,~~

Delbert Services Corporation is a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

WS Funding, LLC. (serviced by CashCall, Inc.) has referred your Western Sky Financial account number 6791884 to our office for immediate collections. Demand is hereby made for \$4,634.50 payable to our office. This amount includes the principal, fees and interest accrued as of the date of this letter. Please note that interest will continue to accrue on this debt as governed by your loan documents. Subject to your rights to dispute the debt as described below, failure to honor this demand will cause escalation of collection and recovery efforts.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt, or any portion thereof, this office will assume the debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

If you have any questions, or would like to discuss other possible arrangements, please contact us at 888-400-7750.

Sincerely,

Delbert Services Corporation

Toll-free 888-400-7750
Hours of operations
Monday – Friday, 6:00AM – 5:00PM
Pacific time-zone



This communication is an attempt to collect a debt and any information obtained will be used for that purpose. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

des.l.s

EXHIBIT C-2

STATE OF NORTH CAROLINA

COUNTY OF WAKE

AFFIDAVIT OF HAROLD ANDERSON

I, Harold Anderson, being first sworn, do hereby depose and say:

1. In October 2010, I requested a loan through Western Sky in response to a television advertisement. I applied for the loan by phone. I was required to provide my name, social security number, and employer in order to secure the loan. I was notified the same day that I had been approved, and on October 7, 2010, the loan was originated and funded by Western Sky.

2. I was approved for a loan of \$1,500.00 but \$500.00 was retained as a prepaid finance charge and only \$1,000.00 was electronically deposited into my bank account. The loan was deposited into my account the same day I was approved. The annual percentage rate for the loan was 193.01 percent. My payment schedule was one payment of \$125.00 on November 1, 2010, with monthly payments of \$166.95 beginning on December 1, 2010, and one payment of \$166.94 on November 1, 2012. (A true and accurate copy of the loan agreement is attached and marked Exhibit A).

3. I was notified that my loan had been sold to WS Funding, LLC, on October 8, 2010, and that it would be serviced by CashCall. CashCall subsequently drafted my bank account for payment. However, my wife was ill which created a financial hardship for us, and I fell behind on my payments. The loan transaction history from CashCall, dated July 12, 2012, shows that I paid a total of \$1,677.55 but still had an outstanding principal balance of \$1,210.46. (See the attached loan transaction history from CashCall marked Exhibit B).

WESTERN SKY CONSUMER LOAN AGREEMENT

Loan No.: 4493991	Date of Note: October 07, 2010
	Expected Funding Date: October 07, 2010
Lender: Western Sky Funding, LLC	Borrower: HAROLD A ANDERSON
Address: P.O. Box 370 Timber Lake, SD 57656	Address: 213 DAKOTA DR GARNER, NC 27529

This Loan Agreement is subject solely to the exclusive laws and jurisdiction of the Cheyenne River Sioux Tribe, Cheyenne River Indian Reservation. By executing this Loan Agreement, you, the borrower, hereby acknowledge and consent to be bound to the terms of this Loan Agreement, consent to the sole subject matter and personal jurisdiction of the Cheyenne River Sioux Tribal Court, and further agree that no other state or federal law or regulation shall apply to this Loan Agreement, its enforcement or interpretation.

In this Loan Agreement, the words "you" and "your" mean the person signing as a borrower. "We," "us," "our," and "Lender" mean Western Sky Funding, LLC, a lender authorized by the laws of the Cheyenne River Sioux Tribal Nation and the Indian Commerce Clause of the Constitution of the United States of America, and any subsequent holder of this Note ("Western Sky").

TRUTH IN LENDING DISCLOSURES: The disclosures below are provided to you so that you may compare the cost of this loan to other loan products you might obtain in the United States. Our inclusion of these disclosures does not mean that we consent to application of state or federal law to us, to the loan, or this Loan Agreement.

TRUTH IN LENDING ACT DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
<i>The cost of your credit as a yearly rate</i>	<i>The dollar amount the credit will cost you</i>	<i>The amount of credit provided to you</i>	<i>The amount you will have paid after all payments are made as scheduled</i>
193.01 %	\$3,131.79	\$1,000.00	\$4,131.79

PAYMENT SCHEDULE

One payment of \$125.00 on November 01, 2010.
23 monthly payments of \$166.95 beginning on December 01, 2010.
One payment of \$166.94 on November 01, 2012.



Late Charge: If a payment is more than 15 days late, you will be charged \$29.00.

Prepayment: If you pay off this loan early, you will not have to pay any penalty.

Please see the remainder of this document for additional information about nonpayment, default and any required repayment in full before the scheduled date.

ITEMIZATION OF AMOUNT FINANCED

Amount Financed:	\$1,000.00
Amount Paid to Borrower Directly:	\$1,000.00
Prepaid Finance Charge/Origination Fee:	\$500.00

You promise to pay to the order of Western Sky or any subsequent holder of this Note the sum of **\$1,500.00**, together with interest calculated at **120.00 %** per annum and any outstanding charges or late fees, until the full amount of this Note is paid. You promise to repay this loan by making, at a minimum, the payments described on the payment schedule listed above.

Payments will be applied first to any outstanding charges or late fees, then to earned interest and finally to principal. The payment schedule described above may change in the event you do not make all payments as scheduled or in the event you accrue any fees.

Interest is calculated on a 360/360 simple interest basis. This means that interest is calculated by dividing the annual Interest Rate by 360, multiplying that number by the outstanding principal balance, and multiplying that number by the number of days the principal balance is outstanding.

You may prepay all or any part of the principal without penalty.

If you fail to make any payment due hereunder, the holder of this Note shall have the right, after a 30-day grace period, to declare this note to be immediately due and payable. If you file for an assignment for the benefit of creditors, or for bankruptcy, the holder of this Note shall have the right to declare this Note to be immediately due and payable.

Except as may be provided in the "Arbitration" section of this Note, if we are required to employ an attorney at law to collect any amounts due hereunder, you will be required to pay the reasonable fees of such attorney to protect our interest or to take any other action required to collect the amounts due hereunder.

As disclosed above, your loan amount is \$1,500.00, but you will be receiving only \$1,000.00 in loan proceeds. We will be retaining \$500.00 as a Prepaid Finance Charge.

The Prepaid Finance Charge is fully earned upon funding and is not subject to rebate upon prepayment or acceleration of this Note.

LATE FEES. You will be subject to a late fee of \$29.00 if you fail to make your payment within 15 days of the due date. We can collect any late fees immediately via Electronic Funds Transfer (EFT) from your bank account.

INSUFFICIENT FUNDS. You will be subject to a fee of \$29 if any payment you make is returned by your bank for insufficient funds.

E-SIGN/ELECTRONIC COMMUNICATIONS. Although federal law does not apply to this Agreement, this Note is in original format an electronic document fully compliant with the Electronic Signatures in Global and National Commerce Act (E-SIGN) and other applicable laws and regulations, and the one, true original Note is retained electronically by us. All other versions hereof, whether electronic or in tangible format, constitute facsimiles or reproductions only. You understand that you have previously consented to receive all communications from us, including but not limited to all required disclosures, electronically.

CREDIT REPORTS. You agree that we may obtain credit reports on you on an ongoing basis as long as this loan remains in effect. You also authorize us to report information concerning this account to credit bureaus and anyone else we believe in good faith has a legitimate need for such information. Late payments, missed payments, or other defaults on this account may be reflected in your credit report.

CALL MONITORING/RECORDING. You understand that, from time to time, we may monitor or record telephone calls between us for quality assurance purposes. You expressly consent to have your calls monitored or recorded.

TELEPHONE CALLS. You hereby agree that in the event we need to contact you to discuss your account or the repayment of your loan, we may telephone you at any number, including any cell phone number provided, and that we may leave an autodialed or prerecorded message or use other technology to make that contact or to communicate to you the status of your account.

VERIFICATION. You authorize us to verify all of the information you have provided in obtaining approval of this Loan.

GOVERNING LAW. This Agreement is governed by the Indian Commerce Clause of the Constitution of the United States of America and the laws of the Cheyenne River Sioux Tribe. We do not have a presence in South Dakota or any other states of the United States. Neither this Agreement nor Lender is subject to the laws of any state of the United States of America.

ASSIGNMENT. We may assign or transfer this Loan Agreement or any of our rights under it at any time to any party.

WAIVER OF JURY TRIAL AND ARBITRATION.

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. Unless you exercise your right to opt-out of arbitration in the manner described below, any dispute you have with Western Sky or anyone else under this loan agreement will be resolved by binding arbitration. Arbitration replaces the right to go to court, including the right to have a jury, to engage in discovery (except as may be provided in the arbitration rules), and to participate in a class action or similar proceeding. In Arbitration, a dispute is resolved by an arbitrator instead of a judge or jury. Arbitration procedures are simpler and more limited than court procedures. Any Arbitration will be limited to the dispute between yourself and the holder of the Note and will not be part of a class-wide or consolidated Arbitration proceeding.

Agreement to Arbitrate. You agree that any Dispute, except as provided below, will be resolved by Arbitration, which shall be conducted by the Cheyenne River Sioux Tribal Nation by an authorized representative in accordance with its consumer dispute rules and the terms of this Agreement.

Arbitration Defined. Arbitration is a means of having an independent third party resolve a Dispute. A "Dispute" is any controversy or claim between you and Western Sky or the holder of the Note. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present, or future, including events that occurred prior to the opening of this Account), based on any legal or equitable theory (tort, contract, or

otherwise), and regardless of the type of relief sought (i.e. money, injunctive relief, or declaratory relief). A Dispute includes, by way of example and without limitation, any claim based upon marketing or solicitations to obtain the loan and the handling or servicing of my account whether such Dispute is based on a tribal, federal or state constitution, statute, ordinance, regulation, or common law, and including any issue concerning the validity, enforceability, or scope of this loan or the Arbitration agreement. For purposes of this Arbitration agreement, the term "the holder" shall include Western Sky or the then-current note holder's employees, officers, directors, attorneys, affiliated companies, predecessors, and assigns, as well as any marketing, servicing, and collection representatives and agents.

Choice of Arbitrator. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested at the address appearing at the top of this Loan Agreement of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Arbitration shall be conducted in the Cheyenne River Sioux Tribal Nation by your choice of either (i) a Tribal Elder, or (ii) a panel of three (3) members of the Tribal Council, and shall be conducted in accordance with the Cheyenne River Sioux Tribal Nation's consumer dispute rules and the terms of this Agreement. You may appear at Arbitration via telephone or video conference, and you will not be required to travel to the Cheyenne River Sioux Tribal Nation. The party receiving notice of Arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. You understand that if you demand Arbitration, you must inform us of your demand of the Arbitrator you have selected. You also understand that if you fail to notify us, then we have the right to select the Arbitrator.

Cost of Arbitration. We will pay the filing fee and any costs or fees charged by the arbitrator regardless of which party initiates the Arbitration. Except where otherwise provided by the law of the Cheyenne River Sioux Tribal Nation, each party will be responsible for its own attorneys' fees and other expenses. Unless prohibited by law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the Arbitration.

Waiver of Rights. YOU HEREBY AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL, TO HAVE A COURT DECIDE YOUR DISPUTE, TO PARTICIPATE IN A CLASS ACTION LAWSUIT, AND TO CERTAIN DISCOVERY AND OTHER PROCEDURES THAT ARE AVAILABLE IN A LAWSUIT. The arbitrator has the ability to award all remedies available by statute, at law, or in equity to the prevailing party, except that the parties agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving the individual disputes between the parties. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide Arbitration is to be determined solely by a court of competent jurisdiction located within the Cheyenne River Sioux Tribal Nation, and not by the arbitrator. If the court refuses to enforce the class-wide Arbitration waiver, or if the arbitrator fails or refuses to enforce the waiver of class-wide Arbitration, 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 court rules and procedures.

Applicable Law and Judicial Review. THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING THE INDIAN COMMERCE CLAUSE OF THE CONSTITUTION OF THE UNITED STATES OF AMERICA, AND SHALL BE GOVERNED BY THE LAW OF THE CHEYENNE RIVER SIOUX TRIBE. The arbitrator will apply the laws of the Cheyenne River Sioux Tribal Nation and the terms of this Agreement. The arbitrator must apply the terms of this Arbitration agreement, including without limitation the waiver of class-wide Arbitration. The arbitrator will make written findings and the arbitrator's award may be filed with any court having jurisdiction. The Arbitration award will be supported by substantial evidence and must be consistent with this Agreement and applicable law or may be set aside by a court upon judicial review.

Other Provisions. This Arbitration provision will survive: (i) termination or changes in this Agreement, the Account, or the relationship between us concerning the Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of my Note, or any amounts owed on my account, to any other person or entity. This Arbitration provision benefits and is

binding upon you, your respective heirs, successors and assigns. It also benefits and is binding upon us, our successors and assigns, and related third parties. The Arbitration Provision continues in full force and effect, even if your obligations have been paid or discharged through bankruptcy. The Arbitration Provision survives any termination, amendment, expiration, or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. If any of this Arbitration Provision is held invalid, the remainder shall remain in effect.

Right to Opt Out. If you do not wish your account to be subject to this Arbitration Agreement, you must advise us in writing at P.O. Box 370, Timber Lake, South Dakota, 57565, or via e-mail at info@westernsky.com. You must clearly print or type your name and account number and state that you reject Arbitration. You must give written notice; it is not sufficient to telephone us. We must receive your letter or e-mail within sixty (60) days after the date your loan funds or your rejection of Arbitration will not be effective. In the event you opt out of Arbitration, any disputes hereunder shall nonetheless be governed under the laws of the Cheyenne River Sioux Tribal Nation.

PLEASE NOTE: THIS LOAN CARRIES A VERY HIGH APR. YOU MAY BE ABLE TO OBTAIN CREDIT UNDER MORE FAVORABLE TERMS ELSEWHERE. EVEN THOUGH YOU RECEIVED \$1,000 IN LOAN PROCEEDS, PLEASE BE AWARE THAT YOU WILL BE PAYING INTEREST ON THE ENTIRE LOAN AMOUNT OF \$1,500.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS AGREEMENT BEFORE YOU SIGN IT. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.

<input checked="" type="checkbox"/>	YOU HAVE READ AND UNDERSTAND THE ARBITRATION SECTION OF THIS NOTE AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THAT SECTION.
<input checked="" type="checkbox"/>	YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS PROMISSORY NOTE AND DISCLOSURE STATEMENT AND AGREE TO BE BOUND THERETO. YOU UNDERSTAND AND AGREE THAT YOUR EXECUTION OF THIS NOTE SHALL HAVE THE SAME LEGAL FORCE AND EFFECT AS A PAPER CONTRACT.

CONSUMER COMPLAINTS - If you have a complaint about our loan, please let us know. You can contact us at P.O. Box 370, Timber Lake, South Dakota, 57656, telephone (877) 860-2274.

ELECTRONIC FUNDS AUTHORIZATION AND DISCLOSURE

You hereby authorize us to initiate electronic funds transfers ("EFTs") for withdrawal of your scheduled loan payment from your checking account on or about the FIRST day of each month. You further authorize us to adjust this withdrawal to reflect any additional fees, charges or credits to your account. We will notify you 10 days prior to any given transfer if the amount to be transferred varies by more than \$50 from your regular payment amount. You also authorize us to withdraw funds from your account on additional days throughout the month in the event you are delinquent on your loan payments. You understand that this authorization and the services undertaken in no way alters or lessens your obligations under the Loan Agreement. You understand that you can cancel this authorization at any time (including prior to your first payment due date) by sending written notification to us. Cancellations must be received at least three business days prior to the applicable due date. This EFT debit authorization will remain in full force and effect until the earlier of the following occurs: (i) you satisfy all of your payment obligations under this Loan Agreement or (ii) you cancel this authorization.

In addition, you hereby authorize us and our agents to initiate a wire transfer credit to your bank account to disburse the proceeds of this Loan. You acknowledge that the origination of the wire transfer to my bank account must comply with applicable provisions of tribal law.

<input checked="" type="checkbox"/>	YOU UNDERSTAND OUR PAYMENT COLLECTION PROCEDURE AND AUTHORIZE ELECTRONIC DEBITS FROM YOUR BANK ACCOUNT.
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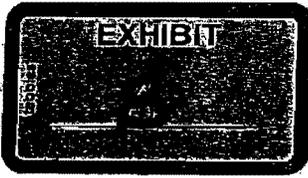
[Click here to print out a copy of this document for your records.](#)

Loan Transaction History

Print Date: 07/12/12

Loan Id: 4493991 Principal Balance: \$1,210.46 Amount Due: \$1,742.55 Page 1 of 2
 Borrower's Name: HAROLD A ANDERSON Next Due Date: 07/05/11 Interest Rate: 120.00 %

Txn #	Txn Date	Apply Date	Total Amount	Type	Fee	Interest	Principal	Principal Balance	Txn Code	Cancelled By Txn#	See Txn#	Agent	Comment
1	10/07/10	10/07/10	0.00				1,500.00	1,500.00	600			stacey.hahn	Loan Origination
3	11/03/10	11/01/10	125.00	ACH		-125.00	0.00	1,500.00	700				Scheduled ACH for 2010-11-01 [REDACTED] - -ACHVendor=ACHW orks, SettlementID=A8400 OK9-
11	12/07/10	12/07/10	29.00	NSF	29.00		0.00	1,500.00	360				12/03/2010 ACH reversed - NSF
27	01/10/11	01/10/11	29.00	NSF	29.00		0.00	1,500.00	360				01/07/2011 ACH reversed - NSF
35	01/25/11	01/21/11	166.95	ACH		-150.00	-16.95	1,483.05	700				Backend ACH for 2011-01-21 [REDACTED] - -ACHVendor=ACHW orks, SettlementID=B1Q000 MZ-
38	02/08/11	02/04/11	166.95	ACH		-146.31	-18.64	1,464.41	700				Backend ACH for 2011-02-04 [REDACTED] - -ACHVendor=ACHW orks, SettlementID=B29000 P2-
45	02/09/11	02/01/11	0.00				0.00	1,464.41	430			sbennett	Change Terms
47	03/05/11	03/03/11	166.95	CERTIFIED_CHECK		-19.53	-147.42	1,316.99	711			alexandramartinez	cc # 40017
56	05/05/11	05/01/11	166.95	ACH		-166.95	0.00	1,316.99	700				Scheduled ACH for 2011-05-01 [REDACTED] - -ACHVendor=ACHW orks, SettlementID=B55000 XC-
68	06/06/11	06/06/11	29.00	NSF	29.00		0.00	1,316.99	360			112	06/03/2011 ACH reversed - NSF
72	06/14/11	06/10/11	166.95	ACH		-166.95	0.00	1,316.99	700				Rerun ACH for 2011-06-10 [REDACTED] - -ACHVendor=ACHW orks, SettlementID=B6F000 XP-
84	07/05/11	07/05/11	29.00	NSF	29.00		0.00	1,316.99	360			112	07/01/2011 ACH reversed - NSF
88	07/12/11	07/08/11	166.95	ACH		-166.95	0.00	1,316.99	700				Rerun ACH for 2011-07-08 [REDACTED] - -ACHVendor=ACHW orks, SettlementID=B7D000 Z1-
98	08/03/11	08/03/11	29.00	NSF	29.00		0.00	1,316.99	360				08/01/2011 ACH reversed - NSF



Loan Id: 4493991

Borrower's Name: HAROLD A ANDERSON

Principal Balance:

\$1,210.46

Next Due Date:

07/05/11

Amount Due:

\$1,742.55

Interest Rate:

120.00 %

Txn #	Txn Date	Apply Date	Total Amount	Type	Fee	Interest	Principal	Principal Balance	Txn Code	Cancelled By Txn#	Sec Txn#	Agent	Comment
101	08/09/11	08/05/11	166.95	ACH		-140.09	-26.86	1,290.13	700				Rerun ACH for 2011-08-05 [REDACTED] - -ACHVendor=NationalProcessing, SettlementID=[REDACTED] [REDACTED]
104	09/08/11	09/01/11	166.95	ACH		-129.01	-37.94	1,252.19	700				Scheduled ACH for 2011-09-01 [REDACTED] - -ACHVendor=ACHWorks, SettlementID=B98001 OF--
112	09/20/11	09/16/11	50.00	ACH	-50.00		0.00	1,252.19	700		68,84		Fee ACH for 2011-09-16 (9518431) - -ACHVendor=NationalProcessing, SettlementID=cbb7c fdd173--
121	10/04/11	10/04/11	29.00	NSF	29.00		0.00	1,252.19	360				10/04/2011 ACH reversed - NSF
123	10/12/11	10/07/11	166.95	ACH		-125.22	-41.73	1,210.46	700				Rerun ACH for 2011-10-07 [REDACTED] - -ACHVendor=ACHWorks, SettlementID=BAD00 02M--
131	11/03/11	11/03/11	29.00	NSF	29.00		0.00	1,210.46	360				11/03/2011 ACH reversed - PERM, STOP
133	11/16/11	11/16/11	29.00	LATE	29.00		0.00	1,210.46	350				Automated Fee Sweep
135	12/16/11	12/16/11	29.00	LATE	29.00		0.00	1,210.46	350				Automated Fee Sweep
137	01/16/12	01/16/12	29.00	LATE	29.00		0.00	1,210.46	350				Automated Fee Sweep
139	02/16/12	02/16/12	29.00	LATE	29.00		0.00	1,210.46	350				Automated Fee Sweep
141	03/16/12	03/16/12	29.00	LATE	29.00		0.00	1,210.46	350				Automated Fee Sweep
144	04/02/12	03/31/12	0.00		-340.00	-554.51	-1,210.46	1,210.46	982				Charge Off

NC Commissioner of Banks Online Consumer Complaint Form

Your complaint has been electronically submitted, please make a note of the 'File Number' for future correspondence.

Instructions: You may print this page for your records and mail it with relevant documents (copies only, no originals please) to:

**NC Commissioner of Banks
4309 Mail Service Center
Raleigh, NC 27699-4309**

OR

fax to: (919) 733-6918

If you need further assistance, please contact the NC Commissioner of Banks Toll Free Recorded Information Line at (888) 384-3811.

Information submitted on this complaint form may be treated as public information under the North Carolina Public Information Act.

File Number: **2012-1420**

Date of Complaint: 06/27/2012

**Type of
Complaint:**

Is this complaint related to your mortgage?: No

Mortgage Loan Number:

Have you been assigned a workout negotiator or specific contact person from your mortgage company regarding your foreclosure issue?: No

Have you received a response from your loss mitigation request?:

Do you need assistance with an MPP Application?:

Complainant: Harold Anderson
 213 Dakota Dr.
 Garner, NC 27529
 Wake
 H. (919) 521-8021 W. (919) 286-0411 M. (919) 986-4728
 andyfm46@gmail.com

Respondent: Western Sky Funding, LLC

Address/Location: po box 370

 Timber Lake, SD 57656

Phone: 877-860-2274

Tried To Resolve:

Contact:

Method:

Date:

What type of product is this complaint regarding?:

Complaint Narrative: My consumer loan was made in response to TV advertising by 'Cash-Call)In October, 2010. I was notified by 'Western Sky funding, LLC' that my loan for \$1000 included a Finance Charge/Origination fee of \$500 and that the



interest rate is 193.01%. I made payments, but fell behind. The terms to pay were inordinately high (\$400 penalty fee) or revert to the original loan, start over. I stopped payment in October 2011 and have a negative Credit Report from 'Cash Call', po box 66007 Anaheim, CA-928166007, ph #714 722 6980.

**Proposed
Resolution:**

As the 193.01 % annual interest rate is excessive, and the prepaid finance charge was excessive, I want reprieve from any interest payment and forgiveness of this debt.

I certify that all information supplied by me is true to the best of my knowledge and I accept all responsibility for the content of the complaint.

I certify that the Commissioner of Banks staff members are authorized to speak on my behalf regarding my loan/account with your company; to receive any documents relating to the loan/account upon request; and/or to refer this complaint to the appropriate agency.

EXHIBIT C-3

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

AFFIDAVIT OF JACQUELINE BROWN

I, Jacqueline Brown, being first sworn, do hereby depose and say:

1. After seeing their advertisement on television, I filed a loan application with Western Sky on July 5, 2012, over the Internet. As part of that application, I was required to provide my address, earnings, bank account number, and social security number. I was contacted by phone approximately 15 minutes after submitting my application and shortly thereafter received an e-mail stating that I had been approved for a \$2,600.00 loan. I actually asked for less money but was advised that the minimum amount they could lend me was \$2,600.00 (\$2,525.00 plus a \$75.00 prepaid finance charge/loan origination fee). This money was electronically deposited into my bank account the same day that I was approved for the loan.

2. The loan agreement stipulated a payment schedule of one payment of \$263.25 on August 1, 2012, and 47 monthly payments of \$294.46 beginning on September 1, 2012, with an annual percentage rate of 139.12%. (A true and accurate copy of the agreement is attached and marked as Exhibit A).

3. CashCall contacted me shortly after I received the loan and told me that CashCall would be servicing the loan and drafting the payments from my bank account. I subsequently cancelled the authorization allowing loan payments to be drafted from my bank account before any payment was due. I contacted CashCall and advised them that because I was not originally informed that CashCall would be servicing my loan, I would not be making payments on the loan. (A true and accurate copy of the Loan Transaction History is attached and marked as Exhibit B).

WESTERN SKY CONSUMER LOAN AGREEMENT

Loan No.: 14017013	Date of Note: July 05, 2012
	Expected Funding Date: July 05, 2012
Lender: Western Sky Financial, LLC	Borrower: JACQUELINE M BROWN
Address: P.O. Box 370 Timber Lake, SD 57656	Address: 4809 HOPPERS DR DURHAM, NC 27704

This Loan Agreement is subject solely to the exclusive laws and jurisdiction of the Cheyenne River Sioux Tribe, Cheyenne River Indian Reservation. By executing this Loan Agreement, you, the borrower, hereby acknowledge and consent to be bound to the terms of this Loan Agreement, consent to the sole subject matter and personal jurisdiction of the Cheyenne River Sioux Tribal Court, and that no other state or federal law or regulation shall apply to this Loan Agreement, its enforcement or interpretation.

You further agree that you have executed the Loan Agreement as if you were physically present within the exterior boundaries of the Cheyenne River Indian Reservation, a sovereign Native American Tribal Nation; and that this Loan Agreement is fully performed within the exterior boundaries of the Cheyenne River Indian Reservation, a sovereign Native American Tribal Nation.

In this Loan Agreement, the words "you" and "your" mean the person signing as a borrower. "We," "us," "our," and "Lender" mean Western Sky Financial, LLC, a lender authorized by the laws of the Cheyenne River Sioux Tribal Nation and the Indian Commerce Clause of the Constitution of the United States of America, and any subsequent holder of this Note ("Western Sky").

TRUTH IN LENDING DISCLOSURES: The disclosures below are provided to you so that you may compare the cost of this loan to other loan products you might obtain in the United States. Our inclusion of these disclosures does not mean that we consent to application of state or federal law to us, to the loan, or this Loan Agreement.

TRUTH IN LENDING ACT DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
<i>The cost of your credit as a yearly rate</i>	<i>The dollar amount the credit will cost you</i>	<i>The amount of credit provided to you</i>	<i>The amount you will have paid after all payments are made as scheduled</i>
139.12 %	\$11,577.87	\$2,525.00	\$14,102.87
PAYMENT SCHEDULE			
One payment of \$263.25 on August 01, 2012.			



47 monthly payments of \$294.46 beginning on September 01, 2012.

Late Charge: If a payment is more than 15 days late, you will be charged \$29.00.

Prepayment: If you pay off this loan early, you will not have to pay any penalty.

Please see the remainder of this document for additional information about nonpayment, default and any required repayment in full before the scheduled date.

ITEMIZATION OF AMOUNT FINANCED

Amount Financed:	\$2,525.00
Amount Paid to Borrower Directly:	\$2,525.00
Prepaid Finance Charge/Origination Fee:	\$75.00

You promise to pay to the order of Western Sky or any subsequent holder of this Note the sum of **\$2,600.00**, together with interest calculated at **135.00 %** per annum and any outstanding charges or late fees, until the full amount of this Note is paid. You promise to repay this loan by making, at a minimum, the payments described on the payment schedule listed above.

Payments will be applied first to any outstanding charges or late fees, then to earned interest and finally to principal. The payment schedule described above may change in the event you do not make all payments as scheduled or in the event you accrue any fees.

Interest is calculated on a 360/360 simple interest basis. This means that interest is calculated by dividing the annual Interest Rate by 360, multiplying that number by the outstanding principal balance, and multiplying that number by the number of days the principal balance is outstanding, assuming that each full month is comprised of 30 days.

You may prepay all or any part of the principal without penalty.

If you fail to make any payment due hereunder, the holder of this Note shall have the right, after a 30-day grace period, to declare this note to be immediately due and payable. If you file for an assignment for the benefit of creditors, or for bankruptcy, the holder of this Note shall have the right to declare this Note to be immediately due and payable.

Except as may be provided in the "Arbitration" section of this Note, if we are required to employ an attorney at law to collect any amounts due hereunder, you will be required to pay the reasonable fees of such attorney to protect our interest or to take any other action required to collect the amounts due hereunder.

The Prepaid Finance Charge disclosed above is fully earned upon loan origination and is not subject to rebate upon prepayment or acceleration of this Note.

LATE FEES. You will be subject to a late fee of \$29.00 if you fail to make your payment within 15 days of the due date. We can collect any late fees immediately via Electronic Funds Transfer (EFT) from your bank account.

INSUFFICIENT FUNDS. You will be subject to a fee of \$29.00 if any payment you make is returned by your bank for insufficient funds.

E-SIGN/ELECTRONIC COMMUNICATIONS. Although federal law does not apply to this Agreement, this Note is in original format an electronic document fully compliant with the Electronic Signatures in Global and National Commerce Act (E-SIGN) and other applicable laws and regulations, and the one, true original Note is retained electronically by us. All other versions hereof, whether electronic or in tangible format, constitute facsimiles or reproductions only. You understand that you have previously consented to receive all communications from us, including but not limited to all required disclosures, electronically.

CREDIT REPORTS. You agree that we may obtain credit reports on you on an ongoing basis as long as this loan remains in effect. You also authorize us to report information concerning this account to credit bureaus and anyone else we believe in good faith has a legitimate need for such information. Late payments, missed payments, or other defaults on this account may be reflected in your credit report.

CALL MONITORING/RECORDING. You understand that, from time to time, we may monitor or record telephone calls between us for quality assurance purposes. You expressly consent to have your calls monitored or recorded.

TELEPHONE CALLS. You hereby agree that in the event we need to contact you to discuss your account or the repayment of your loan, we may telephone you at any number, including any cell phone number provided, and that we may leave an autodialed or prerecorded message or use other technology to make that contact or to communicate to you the status of your account.

VERIFICATION. You authorize us to verify all of the information you have provided in obtaining approval of this Loan.

GOVERNING LAW. This Agreement is governed by the Indian Commerce Clause of the Constitution of the United States of America and the laws of the Cheyenne River Sioux Tribe. We do not have a presence in South Dakota or any other states of the United States. Neither this Agreement nor Lender is subject to the laws of any state of the United States of America. By executing this Agreement, you hereby expressly agree that this Agreement is executed and performed solely within the exterior boundaries of the Cheyenne River Indian Reservation, a sovereign Native American Tribal Nation. You also expressly agree that this Agreement shall be subject to and construed in accordance only with the provisions of the laws of the Cheyenne River Sioux Tribe, and that no United States state or federal law applies to this Agreement. You agree that by entering into this Agreement you are voluntarily availing yourself of the laws of the Cheyenne River Sioux Tribe, a sovereign Native American Tribal Nation, and that your execution of this Agreement is made as if you were physically present within the exterior boundaries of the Cheyenne River Indian Reservation, a sovereign Native American Tribal Nation.

ASSIGNMENT. We may assign or transfer this Loan Agreement or any of our rights under it at any time to any party.

WAIVER OF JURY TRIAL AND ARBITRATION.

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. Unless you exercise your right to opt-out of arbitration in the manner described below, any dispute you have with Western Sky or anyone else under this loan agreement will be resolved by binding arbitration. Arbitration replaces the right to go to court, including the right to have a jury, to engage in discovery (except as may be provided in the arbitration rules), and to participate in a class action or similar proceeding. In Arbitration, a dispute is resolved by an arbitrator instead of a judge or jury. Arbitration procedures are simpler and more limited than court procedures. Any Arbitration will be limited to the dispute between yourself and the holder of the Note and will not be part of a class-

wide or consolidated Arbitration proceeding.

Agreement to Arbitrate. You agree that any Dispute, except as provided below, will be resolved by Arbitration, which shall be conducted by the Cheyenne River Sioux Tribal Nation by an authorized representative in accordance with its consumer dispute rules and the terms of this Agreement.

Arbitration Defined. Arbitration is a means of having an independent third party resolve a Dispute. A "Dispute" is any controversy or claim between you and Western Sky or the holder or servicer of the Note. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present, or future, including events that occurred prior to the opening of this Account), based on any legal or equitable theory (tort, contract, or otherwise), and regardless of the type of relief sought (i.e. money, injunctive relief, or declaratory relief). A Dispute includes, by way of example and without limitation, any claim based upon marketing or solicitations to obtain the loan and the handling or servicing of my account whether such Dispute is based on a tribal, federal or state constitution, statute, ordinance, regulation, or common law, and including any issue concerning the validity, enforceability, or scope of this loan or the Arbitration agreement. For purposes of this Arbitration agreement, the term "the holder" shall include Western Sky or the then-current note holder's employees, officers, directors, attorneys, affiliated companies, predecessors, and assigns, as well as any marketing, servicing, and collection representatives and agents.

Choice of Arbitrator. Any party to a dispute, including a Holder or its related third parties, may send the other party written notice by certified mail return receipt requested at the address appearing at the top of this Agreement of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select any of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org>; JAMS (1-800-352-5267) <http://www.jamsadr.com>; or an arbitration organization agreed upon by you and the other parties to the Dispute. The arbitration will be governed by the chosen arbitration organization's rules and procedures applicable to consumer disputes, to the extent that those rules and procedures do not contradict either the law of the Cheyenne River Sioux Tribe or the express terms of this Agreement to Arbitrate, including the limitations on the Arbitrator below. The party receiving notice of Arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. You understand that if you demand Arbitration, you must inform us of your demand and of the arbitration organization you have selected. You also understand that if you fail to notify us, then we have the right to select the arbitration organization. Any arbitration under this Agreement may be conducted either on tribal land or within thirty miles of your 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 Cheyenne River Sioux Tribe's sovereign status or immunity, or (b) to allow for the application of any law other than the law of the Cheyenne River Sioux Tribe of Indians to this Agreement.

Cost of Arbitration. We will pay the filing fee and any costs or fees charged by the arbitrator regardless of which party initiates the Arbitration. Except where otherwise provided by the law of the Cheyenne River Sioux Tribal Nation, each party will be responsible for its own attorneys' fees and other expenses. Unless prohibited by law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the Arbitration.

Waiver of Rights. YOU HEREBY AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL, TO HAVE A COURT DECIDE YOUR DISPUTE, TO PARTICIPATE IN A CLASS ACTION LAWSUIT, AND TO CERTAIN DISCOVERY AND OTHER PROCEDURES THAT ARE AVAILABLE IN A LAWSUIT. The arbitrator has the ability to award all remedies available by statute, at law, or in equity to the prevailing party, except that the parties agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving the individual disputes between the parties. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide

Arbitration is to be determined solely by a court of competent jurisdiction located within the Cheyenne Rivers Sioux Tribal Nation, and not by the arbitrator. If the court refuses to enforce the class-wide Arbitration waiver, or if the arbitrator fails or refuses to enforce the waiver of class-wide Arbitration, 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 court rules and procedures.

Applicable Law and Judicial Review. THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING THE INDIAN COMMERCE CLAUSE OF THE CONSTITUTION OF THE UNITED STATES OF AMERICA, AND SHALL BE GOVERNED BY THE LAW OF THE CHEYENNE RIVER SIOUX TRIBE. The arbitrator will apply the laws of the Cheyenne River Sioux Tribal Nation and the terms of this Agreement. The arbitrator must apply the terms of this Arbitration agreement, including without limitation the waiver of class-wide Arbitration. The arbitrator will make written findings and the arbitrator's award may be filed in the Cheyenne River Sioux Tribal Court, which has jurisdiction in this matter. The Arbitration award will be supported by substantial evidence and must be consistent with this Agreement and applicable law or may be set aside by a court upon judicial review.

Small Claims Exception. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal in the Cheyenne River Sioux Tribal Small Claims Court for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration.

Other Provisions. This Arbitration provision will survive: (i) termination or changes in this Agreement, the Account, or the relationship between us concerning the Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of my Note, or any amounts owed on my account, to any other person or entity. This Arbitration provision benefits and is binding upon you, your respective heirs, successors and assigns. It also benefits and is binding upon us, our successors and assigns, and related third parties. The Arbitration Provision continues in full force and effect, even if your obligations have been paid or discharged through bankruptcy. The Arbitration Provision survives any termination, amendment, expiration, or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. If any of this Arbitration Provision is held invalid, the remainder shall remain in effect

Right to Opt Out. If you do not wish your account to be subject to this Arbitration Agreement, you must advise us in writing at P.O. Box 370, Timber Lake, South Dakota, 57565, or via e-mail at info@westernsky.com. You must clearly print or type your name and account number and state that you reject Arbitration. You must give written notice; it is not sufficient to telephone us. We must receive your letter or e-mail within sixty (60) days after the date your loan funds or your rejection of Arbitration will not be effective. In the event you opt out of Arbitration, any disputes hereunder shall nonetheless be governed under the laws of the Cheyenne River Sioux Tribal Nation.

Payments. You have previously authorized and requested us to initiate an automated clearinghouse or other electronic funds transfer ("EFT") from the bank account identified on your Application (the "Bank Account") to make each payment required hereunder on the day it is due. You also authorize us to initiate an EFT to or from the Bank Account to correct any erroneous payment and, in the event any EFT is unsuccessful, to attempt such payment up to two additional times. You understand that unsuccessful EFTs may result in charges by your bank, and you agree that we are not liable for such charges. We will notify you 10 days prior to any given transfer if the amount to be transferred varies by more than \$50 from your regular payment amount. You also authorize us to withdraw funds from your account on additional days throughout the month in the event you are delinquent on your loan payments. Your request and authorization for us to initiate EFTs is entirely voluntary, and you may terminate this authorization by notifying us in writing via fax (866-347-0666) or email (customer.service@westernsky.com) soon enough to allow us a

reasonable opportunity to act on your termination (generally at least three business days in advance).

THIS LOAN CARRIES A VERY HIGH INTEREST RATE. YOU MAY BE ABLE TO OBTAIN CREDIT UNDER MORE FAVORABLE TERMS ELSEWHERE. EVEN THOUGH THE TERM OF THE LOAN IS 48 MONTHS, WE STRONGLY ENCOURAGE YOU TO PAY OFF THE LOAN AS SOON AS POSSIBLE. YOU HAVE THE RIGHT TO PAY OFF ALL OR ANY PORTION OF THE LOAN AT ANY TIME WITHOUT INCURRING ANY PENALTY. YOU WILL, HOWEVER, BE REQUIRED TO PAY ANY AND ALL INTEREST THAT HAS ACCRUED FROM THE FUNDING DATE UNTIL THE PAYOFF DATE.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS AGREEMENT BEFORE YOU SIGN IT. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.

✓	YOU HAVE READ AND UNDERSTAND THE ARBITRATION SECTION OF THIS NOTE AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THAT SECTION.
✓	YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS PROMISSORY NOTE AND DISCLOSURE STATEMENT AND AGREE TO BE BOUND THERETO. YOU UNDERSTAND AND AGREE THAT YOUR EXECUTION OF THIS NOTE SHALL HAVE THE SAME LEGAL FORCE AND EFFECT AS A PAPER CONTRACT.

CONSUMER COMPLAINTS - If you have a complaint about our loan, please let us know. You can contact us at P.O. Box 370, Timber Lake, South Dakota, 57656, telephone (877) 860-2274.

Click [here](#) to print out a copy of this document for your records.

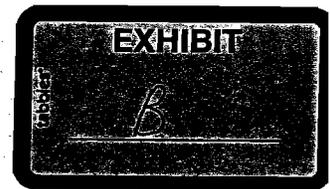


Loan Transaction History

Print Date: 12/28/12

Loan Id: 14017013 Principal Balance: \$2,600.00 Amount Due: \$1,615.09 Page 1 of 1
Borrower's Name: JACQUELINE M BROWN Next Due Date: 08/01/12 Interest Rate: 135.00 %

Table with columns: Txn #, Txn Date, Apply Date, Total Amount, Type, Fee, Interest, Principal, Principal Balance, Txn Code, Canceled By, See Txn#, Agent, Comment. Rows include loan origination, NSF fee, and multiple late fee sweeps.



Follow up Dispute No. 1143-33 75-41

Social Security # [REDACTED]

Jacqueline M. Brown

4809 Hoppers Drive

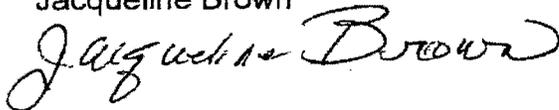
Durham, NC 27704

Cashcall/Western Sky

I am writing pursuant to the Fair Debt Collection Practices Act, 15 USC 1692c©, to request that you cease all communication to me about account number 14017013 with Western Sky.

Sincerely,

Jacqueline Brown



July 27th, 2012

EXHIBIT

Day, Jennifer

From: consforms@ncdoj.gov
Sent: Friday, December 14, 2012 2:52 PM
To: Consumer
Subject: Complaint 27944 Brown

Your Information

Prefix Mrs * First Name Jacqueline
Middle Initial * Last Name Brown
* Mailing Address 4809 Hoppers Drive
* City Durham
* State NC * Zip Code 27704
Country, if not US
Day Phone Number (including area code) 9193819458
Evening Phone Number (including area code) 9193589501
Cell Phone Number (including area code) 9193589501
Fax Number (including area code) 8664725807
County of Residence Durham Email Address j-b-b-brown@nc.rr.com

Information About Company Against Which You Are Complaining

* Full name of company Cash call/Western Sky
Address 1600 S Douglass Rd
City Anaheim
State CA Zip Code 92806
Country, if not US
Company's internet address (URL)
* Telephone number, including area code 18668891844
Fax number, including area code

Complaint Information (complete any blocks which apply to your complaint)

Product, item, or service involved payday lon
Date of purchase, service, contract



Manufacturer or brand

Model

Account number

Do not submit credit card or bank account numbers through this form. If you need to provide that information as part of your complaint, please mail it to us instead.

Serial number

Did you sign a contract or a lease? Yes

Start Date End Date

Total amount paid Amount in dispute

How was payment made: Other

Did you buy an extended service contract? No

If yes, name of company responsible for extended service contract or warranty

Information About the Transaction

How was initial contact made between you and the I responded to a Website or e-mail solicitation

Where did the transaction take place? Via computer (website or e-mail)

Details of Complaint

* Details

Limit of 2500 characters

I received a payday loan from Western Sky. Within 10 minutes of the finalization of the loan with Western Sky, Cash Call called me and informed me that they were the new servicers of the loan. I did not purchase a loan with Cash Call and was not informed of such information before agreeing to the loan. Both of these companies are illegal entities working together towards gaining profits for themselves not even considering the consumer. These are illegal tactics and I will not agree with how these companies have put their heads together in order to come up with a way to scam the consumer. I cancelled my banking account information so that Cash Call could not debit my account. I called them and attempted to talk to them and they were very rude and obnoxious. They called me several times. I then wrote a cease and desist letter to them. I did not hear from them again until I checked my credit report and saw that Cash Call was reporting me to the credit bureaus. It is illegal for Western Sky to make loans in North Carolina because they are not within the boundaries of the United States. I am mailing supporting documentation of this illegal transaction. These type of businesses should be shut down and legal action taken against them for their illegal tactics. Sincerely, Jacqueline M. Brown

Resolution Attempts You Have Made

Have you contacted the company with your complaint?	Yes
If yes, name of person most recently contacted	Don't remember
His/her phone number, incl. area code	8668991844
Results	unresolved----reporting negatively on my credit report
* What resolution would you consider fair?	I really don't know at this time.
Do you have an attorney in this case?	No
If yes, name of your attorney	
Attorney's number, incl. area code	
Has your complaint been heard or is it scheduled to be heard in court?	No
If yes, where and when?	
If already heard, what was the result?	
Will you be submitting documentation by mail or fax?	



December 26, 2012

Jennifer S. Day
State of North Carolina
Department of Justice
9001 Mail Service Center
Raleigh, NC 27699-9001

JAN - 2 2013

Re: Complaint of Jacqueline Brown File No.1218893

Dear Ms. Day,

We are in receipt of your correspondence dated December 19, 2012, which included a consumer complaint submitted by Jacqueline Brown against CashCall, Inc. In summary, Ms. Brown questions the terms of her account with CashCall, the Assignee of her loan with Western Sky Financial ("Western Sky").

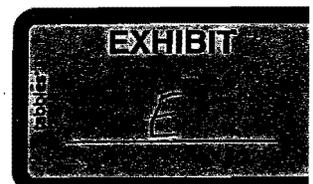
CashCall has investigated this claim and respond as follows:

Initially, please be advised, CashCall and Western Sky Financial ("Western Sky") are not the same company. Western Sky is a completely separate company with entirely separate ownership and control. The two companies are not related or affiliated in any manner. CashCall services loans that were originated and funded by Western Sky and sold to a company called WS Funding, which is also not related in any manner to Western Sky. Although CashCall may collect application information for Western Sky, CashCall did not underwrite or fund Ms. Brown's loan. As stated on her loan documents, Western Sky Financial, LLC underwrote and funded her loan. For your records, please find the attached copy of the original loan documents that Ms. Brown electronically signed prior to her receiving her funds.

Furthermore, please be advised that CashCall does not make unsecured or payday loans in North Carolina and never has done so. Further, Ms. Brown's loan is not a payday loan as stated in your letter. Rather, Ms. Brown's loan is an unsecured installment loan that she obtained from a company called Western Sky and that is currently being serviced by CashCall.

Our records indicate that Ms. Brown's installment loan was originated and funded by Western Sky on July 5, 2012 in the amount of \$2,525, which is the loan amount of \$2,600.00 minus the \$75.00 Prepaid Finance Charge/Origination Fee. All questions regarding the origination and funding of Ms. Brown's loan should be directed to Western Sky, at: P.O. Box 370, Timber Lake, South Dakota, 57656.

As background, Western Sky is a wholly Cheyenne River Sioux Tribal Member owned business, and is located and operates within the exterior boundaries of the Cheyenne River Indian



Reservation. Western Sky loans are initiated, approved, issued and disbursed within the confines of the Cheyenne River Indian Reservation. Western Sky is licensed with the Cheyenne River Sioux Tribe.

Western Sky does not have any physical presence in North Carolina or any other State of the Union. Upon review of the file sent to CashCall by Western Sky, the loan documents clearly indicate that the laws of the Cheyenne River Sioux Tribe apply exclusively to the terms and conditions of Ms. Brown's loan, and she further accepted this choice of law and jurisdiction by executing her loan document. These facts were explained to Ms. Brown when she applied and again when she signed her Consumer Loan Agreement ("Note").

Further, all Western Sky borrowers, including Ms. Brown, are instructed to read their Promissory Note in its entirety. Once they have done so, they are required to electronically sign or initial the Note in two different locations. The second of the signatures represents the borrower's confirmation that he/she has read and understands the terms and conditions of the Note. According to our records, Ms. Brown signed the Note on July 5, 2012, via electronic signature, indicating that she did indeed understand the terms and conditions of the Note. This Note, in its original format, is an electronic document fully compliant with the Electronic Signatures in Global and National Commerce Act (E-SIGN) and other applicable laws and regulations.

The Truth in Lending Act Disclosure Statement at the top of page one of Ms. Brown's Note clearly displays the Annual Percentage rate ("APR") as 139.12% and Total Finance Charge of \$11,577.87. The APR was disclosed in accordance with the requirements of the Truth in Lending Act. Notwithstanding these disclosures, borrowers are free to pay their loan in part or in full at anytime without penalty. Ms. Brown was also sent a settlement statement via electronic mail to the address she supplied, confirming the terms and conditions of the Note, on July 5, 2012.

On July 8, 2012 per the Notice of Assignment, Sale or Transfer of Servicing Rights e-mail sent to the address provided by Ms. Brown, Ms. Brown's loan was sold to WS Funding, LLC ("WS"), and is currently being serviced by CashCall. Under long-standing principles of assignor-assignee rights, CashCall is permitted to stand in the shoes of the maker of the loan and enforce the terms of that loan pursuant to the choice-of-law provisions contained in the agreement.

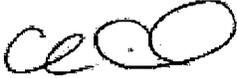
Furthermore, as a matter of course, CashCall places collection calls to delinquent borrowers. Those telephone conversations are never intended to be anything other than a professional effort to collect a debt that has become delinquent. In reviewing records of the conversations at issue, we can confirm that our collectors acted in a professional manner at all times. CashCall follows both state and federal debt collection practices guidelines with respect to debt collections. On August 10, 2012, CashCall received Ms. Brown's request to cease all communication with her. CashCall has not made any attempt to contact Ms. Brown after this date.

In summary, this loan is valid and enforceable, and we have confirmed that Ms. Brown's account balance is accurate and that we are reporting all credit information correctly for this loan. Our records indicate that Ms. Brown has failed to make any payments to this account. The current payoff amount is \$4,448.70. The remaining principal on the account is \$2,600.00. **If Ms. Brown is experiencing financial hardship and is having difficulty making her payments, please**

have her call me at (714) 221-3300 so that we may assist Ms. Brown in finding assistance options available for her situation.

Thank you for your attention to this matter. CashCall appreciates the opportunity to respond. If you have any further questions please contact me.

Sincerely,



Elissa Chavez

Director of Fraud Prevention/Dispute Resolution

Cc: Jaqueline Brown 4809 Hoppers Drive Durham, NC 27704

EXHIBIT C-4

STATE OF NORTH CAROLINA

COUNTY OF STANLY

AFFIDAVIT OF EDWIN R. SEVITS

I, Edwin R. Sevits, being first sworn, do hereby depose and say:

1. In February 2012 I went online looking for an installment loan. Western Sky's name came up in a Google search, and I subsequently completed an online application for an installment loan with them. I was contacted by Western Sky by phone and asked to provide a current pay stub, a checking account statement for one month, and a copy of my driver's license and social security card. Western Sky subsequently e-mailed me the terms of the loan and payment schedule.

2. I was approved for my loan the same day I filed my application and the loan was funded by Western Sky on February 10, 2012. I was loaned \$1,500.00, but \$500.00 of the \$1,500.00 was for a prepaid finance charge/loan origination fee and only \$1,000.00 was actually deposited into my bank account. The Annual Percentage Rate ("APR") on my loan was AAA%. Western Sky told me that I would be able to pay off my loan in 18 months and that my monthly payment would reduce the amount I owed. However, my loan agreement showed a payment schedule with one payment of \$124.17 to be paid on March 1, 2012, and 24 subsequent monthly payments of \$198.19 beginning on April 1, 2012. (A true and accurate copy of the loan agreement is attached and marked Exhibit A).

3. CashCall contacted me two weeks after I received my loan and advised me that they would be servicing it. This was my first contact with CashCall, and I was contacted by them only for payment on my loan. In September 2012, after having made seven payments, CashCall told me that I still owed \$1,600.00 on my loan. However, the loan transaction history

provided by CashCall shows that through September 2012 I had already made payments totaling \$1,416.21. (See the attached Loan Transaction History from CashCall marked Exhibit B).

CashCall indicated that the interest on my loan was front loaded and that the last few payments would pay more towards reducing the principal.

4. My loan created a financial hardship for me because I took a \$20,000 a year cut in my salary. I attempted to reach a settlement with CashCall to either lower my payment or give me a more realistic pay-off balance; however, CashCall initially declined my request. I subsequently closed my checking account and filed a complaint with the North Carolina Attorney General's office on September 10, 2012. (A true and accurate copy of the Consumer Complaint is attached and marked Exhibit C).

5. In their response to my complaint dated September 17, 2012, CashCall offered me a one-time payoff of \$800.00 or a lower interest rate of 47 percent. (A true and accurate copy of CashCall's Response is attached and marked Exhibit D). They eventually agreed to let me pay the \$800.00 in installments and my last payment was made on November 16, 2012. However, CashCall told me if I had not involved the Attorney General's office, they would have never negotiated a reduced settlement.

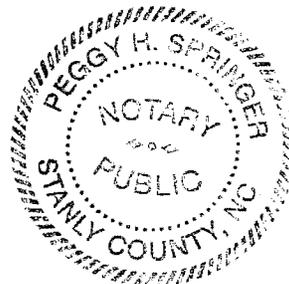
Edwin R. Sevits 6/6/13
Edwin R. Sevits Date

Sworn to and subscribed before me

this the 6 day of June, 2013

Peggy H. Springer
(Notary Public)

My commission expires: 8/3/2014



WESTERN SKY CONSUMER LOAN AGREEMENT

Loan No.: 7958107	Date of Note: February 10, 2012
	Expected Funding Date: February 10, 2012
Lender: Western Sky Financial, LLC	Borrower: EDWIN R SEVITS
Address: P.O. Box 370 Timber Lake, SD 57656	Address: 1231 MOFF SPRINGS RD ALBEMARLE, NC 28001

This Loan Agreement is subject solely to the exclusive laws and jurisdiction of the Cheyenne River Sioux Tribe, Cheyenne River Indian Reservation. By executing this Loan Agreement, you, the borrower, hereby acknowledge and consent to be bound to the terms of this Loan Agreement, consent to the sole subject matter and personal jurisdiction of the Cheyenne River Sioux Tribal Court, and that no other state or federal law or regulation shall apply to this Loan Agreement, its enforcement or interpretation.

You further agree that you have executed the Loan Agreement as if you were physically present within the exterior boundaries of the Cheyenne River Indian Reservation, a sovereign Native American Tribal Nation; and that this Loan Agreement is fully performed within the exterior boundaries of the Cheyenne River Indian Reservation, a sovereign Native American Tribal Nation.

In this Loan Agreement, the words "you" and "your" mean the person signing as a borrower. "We," "us," "our," and "Lender" mean Western Sky Financial, LLC, a lender authorized by the laws of the Cheyenne River Sioux Tribal Nation and the Indian Commerce Clause of the Constitution of the United States of America, and any subsequent holder of this Note ("Western Sky").

TRUTH IN LENDING DISCLOSURES: The disclosures below are provided to you so that you may compare the cost of this loan to other loan products you might obtain in the United States. Our inclusion of these disclosures does not mean that we consent to application of state or federal law to us, to the loan, or this Loan Agreement.

TRUTH IN LENDING ACT DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
<i>The cost of your credit as a yearly rate</i>	<i>The dollar amount the credit will cost you</i>	<i>The amount of credit provided to you</i>	<i>The amount you will have paid after all payments are made as scheduled</i>
233.22 %	\$3,880.73	\$1,000.00	\$4,880.73

PAYMENT SCHEDULE

One payment of \$124.17 on March 01, 2012.



24 monthly payments of \$198.19 beginning on April 01, 2012.

Late Charge: If a payment is more than 15 days late, you will be charged \$29.00.

Prepayment: If you pay off this loan early, you will not have to pay any penalty.

Please see the remainder of this document for additional information about nonpayment, default and any required repayment in full before the scheduled date.

ITEMIZATION OF AMOUNT FINANCED

Amount Financed:	\$1,000.00
Amount Paid to Borrower Directly:	\$1,000.00
Prepaid Finance Charge/Origination Fee:	\$500.00

You promise to pay to the order of Western Sky or any subsequent holder of this Note the sum of **\$1,500.00**, together with interest calculated at **149.00 %** per annum and any outstanding charges or late fees, until the full amount of this Note is paid. You promise to repay this loan by making, at a minimum, the payments described on the payment schedule listed above.

Payments will be applied first to any outstanding charges or late fees, then to earned interest and finally to principal. The payment schedule described above may change in the event you do not make all payments as scheduled or in the event you accrue any fees.

Interest is calculated on a 360/360 simple interest basis. This means that interest is calculated by dividing the annual Interest Rate by 360, multiplying that number by the outstanding principal balance, and multiplying that number by the number of days the principal balance is outstanding, assuming that each full month is comprised of 30 days.

You may prepay all or any part of the principal without penalty.

If you fail to make any payment due hereunder, the holder of this Note shall have the right, after a 30-day grace period, to declare this note to be immediately due and payable. If you file for an assignment for the benefit of creditors, or for bankruptcy, the holder of this Note shall have the right to declare this Note to be immediately due and payable.

Except as may be provided in the "Arbitration" section of this Note, if we are required to employ an attorney at law to collect any amounts due hereunder, you will be required to pay the reasonable fees of such attorney to protect our interest or to take any other action required to collect the amounts due hereunder.

The Prepaid Finance Charge disclosed above is fully earned upon loan origination and is not subject to rebate upon prepayment or acceleration of this Note.

LATE FEES. You will be subject to a late fee of \$29.00 if you fail to make your payment within 15 days of the due date. We can collect any late fees immediately via Electronic Funds Transfer (EFT) from your bank account.

INSUFFICIENT FUNDS. You will be subject to a fee of \$29.00 if any payment you make is returned by your bank for insufficient funds.

E-SIGN/ELECTRONIC COMMUNICATIONS. Although federal law does not apply to this Agreement, this Note is in original format an electronic document fully compliant with the Electronic Signatures in Global and National Commerce Act (E-SIGN) and other applicable laws and regulations, and the one, true original Note is retained electronically by us. All other versions hereof, whether electronic or in tangible format, constitute facsimiles or reproductions only. You understand that you have previously consented to receive all communications from us, including but not limited to all required disclosures, electronically.

CREDIT REPORTS. You agree that we may obtain credit reports on you on an ongoing basis as long as this loan remains in effect. You also authorize us to report information concerning this account to credit bureaus and anyone else we believe in good faith has a legitimate need for such information. Late payments, missed payments, or other defaults on this account may be reflected in your credit report.

CALL MONITORING/RECORDING. You understand that, from time to time, we may monitor or record telephone calls between us for quality assurance purposes. You expressly consent to have your calls monitored or recorded.

TELEPHONE CALLS. You hereby agree that in the event we need to contact you to discuss your account or the repayment of your loan, we may telephone you at any number, including any cell phone number provided, and that we may leave an autodialed or prerecorded message or use other technology to make that contact or to communicate to you the status of your account.

VERIFICATION. You authorize us to verify all of the information you have provided in obtaining approval of this Loan.

GOVERNING LAW. This Agreement is governed by the Indian Commerce Clause of the Constitution of the United States of America and the laws of the Cheyenne River Sioux Tribe. We do not have a presence in South Dakota or any other states of the United States. Neither this Agreement nor Lender is subject to the laws of any state of the United States of America. By executing this Agreement, you hereby expressly agree that this Agreement is executed and performed solely within the exterior boundaries of the Cheyenne River Indian Reservation, a sovereign Native American Tribal Nation. You also expressly agree that this Agreement shall be subject to and construed in accordance only with the provisions of the laws of the Cheyenne River Sioux Tribe, and that no United States state or federal law applies to this Agreement. You agree that by entering into this Agreement you are voluntarily availing yourself of the laws of the Cheyenne River Sioux Tribe, a sovereign Native American Tribal Nation, and that your execution of this Agreement is made as if you were physically present within the exterior boundaries of the Cheyenne River Indian Reservation, a sovereign Native American Tribal Nation.

ASSIGNMENT. We may assign or transfer this Loan Agreement or any of our rights under it at any time to any party.

WAIVER OF JURY TRIAL AND ARBITRATION.

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. Unless you exercise your right to opt-out of arbitration in the manner described below, any dispute you have with Western Sky or anyone else under this loan agreement will be resolved by binding arbitration. Arbitration replaces the right to go to court, including the right to have a jury, to engage in discovery (except as may be provided in the arbitration rules), and to participate in a class action or similar proceeding. In Arbitration, a dispute is resolved by an arbitrator instead of a judge or jury. Arbitration procedures are simpler and more limited than court procedures. Any Arbitration will be limited to the dispute between yourself and the holder of the Note and will not be part of a class-

wide or consolidated Arbitration proceeding.

Agreement to Arbitrate. You agree that any Dispute, except as provided below, will be resolved by Arbitration, which shall be conducted by the Cheyenne River Sioux Tribal Nation by an authorized representative in accordance with its consumer dispute rules and the terms of this Agreement.

Arbitration Defined. Arbitration is a means of having an independent third party resolve a Dispute. A "Dispute" is any controversy or claim between you and Western Sky or the holder or servicer of the Note. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present, or future, including events that occurred prior to the opening of this Account), based on any legal or equitable theory (tort, contract, or otherwise), and regardless of the type of relief sought (i.e. money, injunctive relief, or declaratory relief). A Dispute includes, by way of example and without limitation, any claim based upon marketing or solicitations to obtain the loan and the handling or servicing of my account whether such Dispute is based on a tribal, federal or state constitution, statute, ordinance, regulation, or common law, and including any issue concerning the validity, enforceability, or scope of this loan or the Arbitration agreement. For purposes of this Arbitration agreement, the term "the holder" shall include Western Sky or the then-current note holder's employees, officers, directors, attorneys, affiliated companies, predecessors, and assigns, as well as any marketing, servicing, and collection representatives and agents.

Choice of Arbitrator. Any party to a dispute, including a Holder or its related third parties, may send the other party written notice by certified mail return receipt requested at the address appearing at the top of this Agreement of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select any of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org>; JAMS (1-800-352-5267) <http://www.jamsadr.com>; or an arbitration organization agreed upon by you and the other parties to the Dispute. The arbitration will be governed by the chosen arbitration organization's rules and procedures applicable to consumer disputes, to the extent that those rules and procedures do not contradict either the law of the Cheyenne River Sioux Tribe or the express terms of this Agreement to Arbitrate, including the limitations on the Arbitrator below. The party receiving notice of Arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. You understand that if you demand Arbitration, you must inform us of your demand and of the arbitration organization you have selected. You also understand that if you fail to notify us, then we have the right to select the arbitration organization. Any arbitration under this Agreement may be conducted either on tribal land or within thirty miles of your 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 Cheyenne River Sioux Tribe's sovereign status or immunity, or (b) to allow for the application of any law other than the law of the Cheyenne River Sioux Tribe of Indians to this Agreement.

Cost of Arbitration. We will pay the filing fee and any costs or fees charged by the arbitrator regardless of which party initiates the Arbitration. Except where otherwise provided by the law of the Cheyenne River Sioux Tribal Nation, each party will be responsible for its own attorneys' fees and other expenses. Unless prohibited by law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the Arbitration.

Waiver of Rights. YOU HEREBY AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL, TO HAVE A COURT DECIDE YOUR DISPUTE, TO PARTICIPATE IN A CLASS ACTION LAWSUIT, AND TO CERTAIN DISCOVERY AND OTHER PROCEDURES THAT ARE AVAILABLE IN A LAWSUIT. The arbitrator has the ability to award all remedies available by statute, at law, or in equity to the prevailing party, except that the parties agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving the individual disputes between the parties. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide

Arbitration is to be determined solely by a court of competent jurisdiction located within the Cheyenne Rivers Sioux Tribal Nation, and not by the arbitrator. If the court refuses to enforce the class-wide Arbitration waiver, or if the arbitrator fails or refuses to enforce the waiver of class-wide Arbitration, 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 court rules and procedures.

Applicable Law and Judicial Review. THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING THE INDIAN COMMERCE CLAUSE OF THE CONSTITUTION OF THE UNITED STATES OF AMERICA, AND SHALL BE GOVERNED BY THE LAW OF THE CHEYENNE RIVER SIOUX TRIBE. The arbitrator will apply the laws of the Cheyenne River Sioux Tribal Nation and the terms of this Agreement. The arbitrator must apply the terms of this Arbitration agreement, including without limitation the waiver of class-wide Arbitration. The arbitrator will make written findings and the arbitrator's award may be filed in the Cheyenne River Sioux Tribal Court, which has jurisdiction in this matter. The Arbitration award will be supported by substantial evidence and must be consistent with this Agreement and applicable law or may be set aside by a court upon judicial review.

Small Claims Exception. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal in the Cheyenne River Sioux Tribal Small Claims Court for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration.

Other Provisions. This Arbitration provision will survive: (i) termination or changes in this Agreement, the Account, or the relationship between us concerning the Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of my Note, or any amounts owed on my account, to any other person or entity. This Arbitration provision benefits and is binding upon you, your respective heirs, successors and assigns. It also benefits and is binding upon us, our successors and assigns, and related third parties. The Arbitration Provision continues in full force and effect, even if your obligations have been paid or discharged through bankruptcy. The Arbitration Provision survives any termination, amendment, expiration, or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. If any of this Arbitration Provision is held invalid, the remainder shall remain in effect

Right to Opt Out. If you do not wish your account to be subject to this Arbitration Agreement, you must advise us in writing at P.O. Box 370, Timber Lake, South Dakota, 57565, or via e-mail at info@westernsky.com. You must clearly print or type your name and account number and state that you reject Arbitration. You must give written notice; it is not sufficient to telephone us. We must receive your letter or e-mail within sixty (60) days after the date your loan funds or your rejection of Arbitration will not be effective. In the event you opt out of Arbitration, any disputes hereunder shall nonetheless be governed under the laws of the Cheyenne River Sioux Tribal Nation.

Payments. You have previously authorized and requested us to initiate an automated clearinghouse or other electronic funds transfer ("EFT") from the bank account identified on your Application (the "Bank Account") to make each payment required hereunder on the day it is due. You also authorize us to initiate an EFT to or from the Bank Account to correct any erroneous payment and, in the event any EFT is unsuccessful, to attempt such payment up to two additional times. You understand that unsuccessful EFTs may result in charges by your bank, and you agree that we are not liable for such charges. We will notify you 10 days prior to any given transfer if the amount to be transferred varies by more than \$50 from your regular payment amount. You also authorize us to withdraw funds from your account on additional days throughout the month in the event you are delinquent on your loan payments. Your request and authorization for us to initiate EFTs is entirely voluntary, and you may terminate this authorization by notifying us in writing via fax (866-347-0666) or email (customer.service@westernsky.com) soon enough to allow us a

reasonable opportunity to act on your termination (generally at least three business days in advance).

THIS LOAN CARRIES A VERY HIGH INTEREST RATE. YOU MAY BE ABLE TO OBTAIN CREDIT UNDER MORE FAVORABLE TERMS ELSEWHERE. EVEN THOUGH THE TERM OF THE LOAN IS 25 MONTHS, WE STRONGLY ENCOURAGE YOU TO PAY OFF THE LOAN AS SOON AS POSSIBLE. YOU HAVE THE RIGHT TO PAY OFF ALL OR ANY PORTION OF THE LOAN AT ANY TIME WITHOUT INCURRING ANY PENALTY. YOU WILL, HOWEVER, BE REQUIRED TO PAY ANY AND ALL INTEREST THAT HAS ACCRUED FROM THE FUNDING DATE UNTIL THE PAYOFF DATE.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS AGREEMENT BEFORE YOU SIGN IT. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.

✓	YOU HAVE READ AND UNDERSTAND THE ARBITRATION SECTION OF THIS NOTE AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THAT SECTION.
✓	YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS PROMISSORY NOTE AND DISCLOSURE STATEMENT AND AGREE TO BE BOUND THERETO. YOU UNDERSTAND AND AGREE THAT YOUR EXECUTION OF THIS NOTE SHALL HAVE THE SAME LEGAL FORCE AND EFFECT AS A PAPER CONTRACT.

CONSUMER COMPLAINTS - If you have a complaint about our loan, please let us know. You can contact us at P.O. Box 370, Timber Lake, South Dakota, 57656, telephone (877) 860-2274.

Click [here](#) to print out a copy of this document for your records.

Loan Transaction History

Print Date: 09/25/12

Loan Id: 7958107 Principal Balance: \$1,402.08 Amount Due: \$29.00 Page 1 of 1
 Borrower's Name: EDWEN AKA RANDY R SJ Next Due Date: 09/11/12 Interest Rate: 149.00 %

Txn #	Txn Date	Apply Date	Total Amount	Type	Fee	Interest	Principal	Principal Balance	Txn Code	Cancelled By Txn#	See Txn#	Agent	Comment
1	02/10/12	02/10/12	0.00				1,500.00	1,500.00	600			kristin.beecroft	Loan Origination
3	03/06/12	03/01/12	124.17	ACH		-124.17	0.00	1,500.00	700				Scheduled ACH for 2012-03-01 -ACHVendor=ACHW orks, SettlementID=C3700165
6	04/05/12	04/01/12	198.19	ACH		-186.25	-11.94	1,488.06	700				Scheduled ACH for 2012-04-01 -ACHVendor=ACHW orks, SettlementID=C45001AI
13	05/09/12	05/09/12	29.00	NSF	29.00		0.00	1,488.06	360		15		05/09/2012 ACH reversed - FROZEN
14	05/16/12	05/16/12	29.00	LATE	29.00		0.00	1,488.06	350		15		Automated Fee Sweep
15	05/21/12	05/21/12	264.14	CREDIT_CARD	-65.95	-184.77	-13.42	1,474.64	720		16,13,14	marcella.loomeli	Credit Card Payment
16	05/21/12	05/21/12	7.95	CCARD	7.95		0.00	1,474.64	371		15	marcella.loomeli	Credit Card Payment
22	06/01/12	06/01/12	206.14	CREDIT_CARD	-7.95	-183.10	-15.09	1,459.55	720		23	sayra.perez	Credit Card Payment
23	06/01/12	06/01/12	7.95	CCARD	7.95		0.00	1,459.55	371		22	sayra.perez	Credit Card Payment
27	07/13/12	07/13/12	198.19	CHECK		-181.23	-16.96	1,442.59	710			veronica.rojas	Payment Type: Check. Check #: 13.
35	08/07/12	08/07/12	29.00	NSF	29.00		0.00	1,442.59	360		40		08/03/2012 ACH reversed - NSF
37	08/14/12	08/10/12	198.19	ACH		-179.12	-19.07	1,423.52	700				Rerun ACH for 2012-08-10 -ACHVendor=NationalProcessing, SettlementID=
40	09/10/12	09/10/12	227.19	MONEY GRAM	-29.00	-176.75	-21.44	1,402.08	713		35		MoneyGram Express Payment \$227.19 by SEVITS, EDWIN on 2012-09-10 10:18:08. Payment Re: -2012-09-10.
59	09/11/12	09/11/12	29.00	NSF	29.00		0.00	1,402.08	360				09/11/2012 ACH reversed - CLOSED



Day, Jennifer

From: conforms@ncdoj.gov
Sent: Monday, September 10, 2012 10:46 PM
To: Consumer
Subject: Complaint 25770 Sevits

Your Information

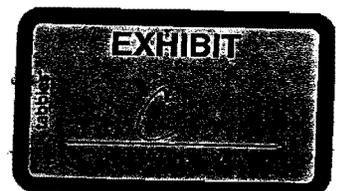
Prefix Mr * First Name Edwin
Middle Initial R * Last Name Sevits
* Mailing Address 1231 Moss Springs Road
* City Albemarle
* State NC * Zip Code 28001
Country, if not US
Day Phone Number (including area code) 7049618129
Evening Phone Number (including area code) 7049618129
Cell Phone Number (including area code) 7049618129
Fax Number (including area code)
County of Residence Stanly Email Address rsevits@gmail.com

Information About Company Against Which You Are Complaining

* Full name of company Western Sky/Cash Call
Address P.O.Box 370, Timber Lake
City Timber Lake
State SD Zip Code 57656
Country, if not US
Company's internet address (URL)
* Telephone number, including area code 877-525-2274
Fax number, including area code

Complaint Information (complete any blocks which apply to your complaint)

Product, item, or service involved Installment Loan
Date of purchase, service, contract 2/10/2012 12:00:00 AM
Manufacturer or Installment Loan



brand
Model

Account number 7958107

Do not submit credit card or bank account numbers through this form. If you need to provide that information as part of your complaint, please mail it to us instead.

Serial number

Did you sign a contract or a lease? Yes

Start Date 2/10/2012 12:00:00 AM End Date

Total amount paid 1,816 Amount in dispute

How was payment made: Finance agreement

Did you buy an extended service contract? No

If yes, name of company responsible for extended service contract or warranty

Information About the Transaction

How was initial contact made between you and the Other
Where did the transaction take place? Via computer (website or e-mail)

Details of Complaint

* Details
Limit of 2500 characters

Back in Feb. of this year, I was looking for an installment loan to pay on some medical expenses, and to catch up on some monthly expenses. My bank Wells Fargo, along with several loan businesses here in and around the Albemarle area, turned me down, mainly due to my low credit score of 600, and a history of late payments. I was in the process of a trial modification of my mortgage, and had several other financial obligations. I applied online to an advertisement from Western Sky (Account now being managed by Cash Call out of the state of California, and other locations in the US). They said that they had a loan product for me, and that I was approved for \$1,500. They said that I would have a monthly payment of under \$200, and that I could pay off the loan early, to avoid more interest/finance charges. Once I agreed by electronic signature, I was informed that I would receive just \$1,000 in an ACH transaction on 2/11/12, and the other \$500 would be kept as the loan origination/up front interest fee. I have made a total of 7 payments so far starting on 3/1/12 totaling \$1,316, plus they kept \$500 up front, making a total of \$1,816 paid YTD. I feel that I have been deceived, and that they

are charging interest over 100%. When I spoke to them today after making a money gram payment of \$227.19, I was told that my pay off balance was \$1,454.31. They said that if I just continued to make the agreed min. monthly payment of \$198.19, the loan would be paid in full in March of 2014. It was my plan to pay off the loan back in April using my State and Federal Tax refund, but since I was struggling to pay my other debts, I couldn't. I was unemployed for 3 months back in 2011 with no income coming in, and I got behind on everything, almost losing my home to foreclosure. I took a job paying only \$34,000 a year, when I was making just over \$50,000 a year with my former employer of 7 years. That was a HUGE payout, and the cause of many late payments to many creditor's, which made this loan offer at the time attractive. Jennifer Day had helped me back in the spring/early summer of 2011, when I became unemployed dealing with then 2 different payday loan companies. She sent them letters stopping all collection on the high interest loans, and told them they were null and void in the state of NC. Is Western Sky/Cash Call authorized to do business with residents of the State of NC? Is their interest rate of over 100%, and the upfront \$500 loan origination/interest fee legal? Please help me with this issue. I have already closed my Wells Fargo checking account, so no further ACH transactions can take place. I have requested Cash Call to email me the original online loan document, along with the records of payments that I have made since the loan was granted in Feb. of this year. I can email them to you, as soon as they are sent to me. I am a member of the SECU, and was trying to get a loan to pay off this installment loan. I did not expect a payoff balance of over \$1,454, since I actually only received \$1,000 in my checking account, and they held back \$500, plus already collected from me over \$1,300 in monthly payments since 3/1/12. PLEASE let me know if I am legally bound to pay off the remaining balance, or can Cash Call be ordered to refinance the loan to State allowed interest and lending laws? I would love to have this debt be deemed "Paid in full" with your help, with the funds that I have already paid. I do feel that I have been taken advantage of. THANK YOU for any help you can give my situation. I am not trying to skip out on a debt, just pay what should be fairly paid. Another telephone number for customer service at the Cash Call is 866-899-1844. My loan # is 7958107. I will forward more information once it is emailed to me from the lender.

Resolution Attempts You Have Made

Have you contacted the company with your complaint?	Yes
If yes, name of person most recently contacted	Not sure of the ladies name. A Customer Service Rep.
His/her phone number, incl. area code	866-899-1844.
Results	I was told that the loan will be collected as agreed upon originally back on 2/10/12. I was told since I was only making the min. payment, it would take until 3/2014 to pay off. Only \$46 has been applied to the loans principle in the 7 months I have been paying on the loan.
* What resolution would	That the loan now be considered paid in full, or that I make

you consider fair?

just one more monthly payment in October, If this is not possible, I would like to be offered another loan at a more competitive interest rate, and at a lower amount, with a much lower monthly payment.

Do you have an attorney in this case?

No

If yes, name of your attorney

I will obtain one if needed. I hope you may find the loan illegal, and I won't need one.

Attorney's number, incl. area code

Has your complaint been heard or is it scheduled to be heard in court?

No

If yes, where and when?

If already heard, what was the result?

Will you be submitting documentation by mail or fax?

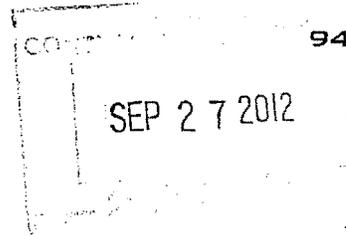


WWW.CASHCALL.COM

September 17, 2012

1600 S. DOUGLASS RD.
ANAHEIM, CA 92806-5998
949-752-4600
949-225-4600 (FAX)

Jennifer S. Day
State of North Carolina
Department of Justice
9001 Mail Service Center
Raleigh, NC 27699-9001



Re: Complaint of Edwin R. Sevits File No.1213231

Dear Ms. Day,

CashCall is in receipt of your correspondence dated September 12, 2012, which included a consumer complaint submitted by Edwin R. Sevits against CashCall, Inc. In summary, Mr. Sevits questions the terms of his account with CashCall, the Assignee of his loan with Western Sky Financial ("Western Sky").

Initially, please be advised that CashCall does not make unsecured or payday loans in North Carolina and never has done so. Mr. Sevits' loan is an **unsecured installment loan** that he obtained from a company called Western Sky Financial ("Western Sky") and that is currently being serviced by CashCall.

Our records indicate that Mr. Sevits' installment loan was originated and funded by Western Sky on February 10, 2012. As such, all questions regarding the origination and funding of Mr. Sevits' loan should be directed to Western Sky, at: P.O. Box 370, Timber Lake, South Dakota, 57656.

As background, Western Sky is a wholly Cheyenne River Sioux Tribal Member owned business and is located and operates within the exterior boundaries of the Cheyenne River Indian Reservation. Western Sky loans are initiated, approved, issued and disbursed within the confines of the Cheyenne River Indian Reservation. Western Sky is licensed with the Cheyenne River Sioux Tribe.

Western Sky does not have any physical presence in North Carolina or any other State of the Union. Upon review of the file sent to CashCall by Western Sky, the loan documents clearly indicate that the laws of the Cheyenne River Sioux Tribe apply exclusively to the terms and conditions of Mr. Sevits' loan, and he further accepted this choice of law and jurisdiction by executing his loan document. These facts were explained to Mr. Sevits when he applied and again when he signed his Consumer Loan Agreement ("Note").

All Western Sky borrowers, including Mr. Sevits, are instructed to read the Note in its entirety. Once they have done so, they are required to electronically sign or initial the Note in two different locations. The second of the signatures represents the borrower's confirmation that he/she has read and understands the terms and conditions of the Note. According to our records, Mr. Sevits signed the Note on February 10, 2012, via electronic signature, indicating that he did indeed understand the terms and conditions of the Note. This Note, in its original format, is an electronic document fully compliant with the



Electronic Signatures in Global and National Commerce Act (E-SIGN) and other applicable laws and regulations.

The Truth in Lending Act Disclosure Statement at the top of page one clearly displays the Annual Percentage rate ("APR") as 233.22% and Total Finance Charge of \$3,880.73. The APR was disclosed in accordance with the requirements of the Truth in Lending Act. Notwithstanding these disclosures, borrowers are free to pay their loan in part or in full at anytime without penalty. Mr. Sevits was also sent a settlement statement via electronic mail to the address he supplied, confirming the terms and conditions of the Note, on February 10, 2012.

On February 13, 2012, per the Notice of Assignment, Sale or Transfer of Servicing Rights e-mail sent to the address provided by Mr. Sevits, Mr. Sevits' loan was sold to WS Funding, LLC ("WS"), and is currently being serviced by CashCall. Under long-standing principles of assignor-assignee rights, CashCall is permitted to stand in the shoes of the maker of the loan and enforce the terms of that loan pursuant to the choice-of-law provisions contained in the agreement.

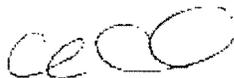
A "Welcome Call" was placed to Mr. Sevits on February 29, 2012 in which a representative went over the terms of the loan with him, including the interest and repayment schedule. He gave no indication that she did not understand or did not agree to the terms of the loan.

As of the date of this response, the current payoff amount is \$1,523.93. The remaining principal on the account is \$1,402.08. **Notwithstanding the aforementioned, in an effort to resolve this matter, if Mr. Sevits is unsatisfied with his loan, CashCall is willing to either (i) Reduce his interest rate to 47%, which will in turn significantly reduce his monthly payment amount, or (ii) Settle his account for a lump sum payment of \$800.00 to be paid in guaranteed funds, on or before September 28, 2012. Please have Mr. Sevits contact me at 714-221-3300 to accept either offer.**

In summary, this loan is valid and enforceable, and we have confirmed that Mr. Sevits account balance is accurate and that we are reporting all credit information correctly for this loan.

Thank you for your attention to this matter. CashCall appreciates the opportunity to respond. If you have any further questions please contact me.

Sincerely,



Elissa Chavez
Director of Fraud Prevention/Dispute Resolution

Enclosures

Cc: Edwin R Sevits 1231 Moss Springs Road, Albemarle, NC 28001

EXHIBIT C-5

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

AFFIDAVIT OF SHIRLEY H. SMITH

I, Shirley H. Smith, being first sworn, do hereby depose and say:

1. I saw a television advertisement for Western Sky. I subsequently contacted them by phone on April 2, 2011, and inquired about a loan. I had no Internet service at that time and provided my bank account information to them over the phone and was immediately approved for a loan. Western Sky automatically deposited \$2,600.00 into my bank account on April 4, 2011 (\$2,525.00 plus a \$75.00 prepaid finance charge/loan origination fee). (A true and accurate copy of the loan agreement is attached and marked Exhibit A).

2. I did not receive a copy of the loan agreement with Western Sky initially. Instead, I received a blue pamphlet from CashCall in April 2011 stating that they purchased my loan from Western Sky Financial and my first payment of \$263.25 would be electronically debited from my bank account by CashCall on May 15, 2011, with regular payments of \$294.46 to follow. (See attached CashCall pamphlet marked Exhibit B).

3. I requested and received a copy of my loan agreement with Western Sky in October 2011 after my brother suggested that I ask for one. I was surprised to see that the interest rate on the loan was 139.12 percent annually. (See Exhibit A). Prior to this time, I was unaware of the interest rate being charged on my loan. I continued to make payments on my loan until January 2012. (See the attached Loan Transaction History from CashCall marked Exhibit C). As of January 2012, I had made loan payments totaling \$2,618.93, but the outstanding principal on my loan was \$2,576.54. (See Exhibit C). I stopped the automatic withdrawal from my bank account at that time because my bank account was debited twice for

\$294.46, once by CashCall and once by an unknown entity. I advised CashCall that my bank account was closed, but they continued to try and draft my bank account a couple of times after they were notified. I subsequently filed a complaint with the North Carolina Department of Justice on March 20, 2012. (A true and accurate copy of the Consumer Complaint is attached and marked Exhibit D).

4. Repayment of my loan caused a financial hardship for me. I budgeted for a loan payment of \$263.25, but after the first payment the amount drafted was \$294.46 monthly. This caused a hardship for me because I am on a fixed Social Security disability income and have a spouse who suffers from health problems. Also, the portion of my payments applied to the principal was very little and resulted in only a small reduction in my principal balance. (See Exhibit C).

5. Both CashCall and Western Sky contacted me about repayment of my loan. Initially I was contacted on a daily basis. I was harassed during some of these phone calls and threatened that I may be sued or arrested. Although I am not contacted as often, I still receive occasional phone calls from CashCall regarding repayment of my loan.

6. I have also been contacted by collection agencies for repayment of my loan. On November 20, 2012, I received a letter from Delbert Services Corporation saying my loan had been referred to them for immediate collection. They demanded that I pay \$5,795.33 which included principal, fees, and interest accrued as of the date of their letter. (See the attached letter from Delbert Services Corporation marked Exhibit E). I subsequently received a letter from Absolute Collections Corporation (ACC) on April 18, 2013, saying my account with CashCall had been placed for collections. They showed an account balance of \$6,252.11. (See the attached letter from ACC marked Exhibit F).

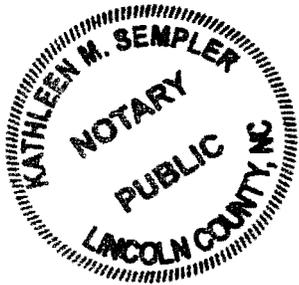
Shirley H. Smith June 5, 2013
Shirley H. Smith Date

Sworn to and subscribed before me

this the 5th day of June, 2013

Kathleen M Sempler
(Notary Public)

My commission expires: 1/30/17





PO Box 66007
Anaheim, CA 92816

WESTERN SKY CONSUMER LOAN AGREEMENT

Loan No.: 5782407 Date of Note: April 02, 2011
Expected Funding Date: April 04, 2011
Lender: Western Sky Financial, LLC Borrower: SHIRLEY H SMITH
Address: P.O. Box 370
Timber Lake, SD 57656 Address: 4165 CUB DR
MAIDEN, NC 28650

This Loan Agreement is subject solely to the exclusive laws and jurisdiction of the Cheyenne River Sioux Tribe, Cheyenne River Indian Reservation. By executing this Loan Agreement, you, the borrower, hereby acknowledge and consent to be bound to the terms of this Loan Agreement, consent to the sole subject matter and personal jurisdiction of the Cheyenne River Sioux Tribal Court, and further agree that no other state or federal law or regulation shall apply to this Loan Agreement, its enforcement or interpretation.

In this Loan Agreement, the words "you" and "your" mean the person signing as a borrower. "We," "us," "our," and "Lender" mean Western Sky Financial, LLC, a lender authorized by the laws of the Cheyenne River Sioux Tribal Nation and the Indian Commerce Clause of the Constitution of the United States of America, and any subsequent holder of this Note ("Western Sky").

TRUTH IN LENDING DISCLOSURES: The disclosures below are provided to you so that you may compare the cost of this loan to other loan products you might obtain in the United States. Our inclusion of these disclosures does not mean that we consent to application of state or federal law to us, to the loan, or this Loan Agreement.

TRUTH IN LENDING ACT DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you	The amount you will have paid after all payments are made as scheduled
139.12 %	\$11,577.87	\$2,525.00	\$14,102.87

PAYMENT SCHEDULE

One payment of \$263.25 on May 01, 2011.
47 monthly payments of \$294.46 beginning on June 01, 2011.
Late Charge: If a payment is more than 15 days late, you will be charged \$29.00.
Prepayment: If you pay off this loan early, you will not have to pay any penalty.

Please see the remainder of this document for additional information about nonpayment, default and any required repayment in full before the scheduled date.

ITEMIZATION OF AMOUNT FINANCED

Amount Financed: \$2,525.00
Amount Paid to Borrower Directly: \$2,525.00
Prepaid Finance Charge/Origination Fee: \$75.00

You promise to pay to the order of Western Sky or any subsequent holder of this Note the sum of \$2,600.00, together with interest calculated at 135.00 % per annum and any outstanding charges or late fees, until the full amount of this Note is paid. You promise to repay this loan by making, at a minimum, the payments described on the payment schedule listed above.

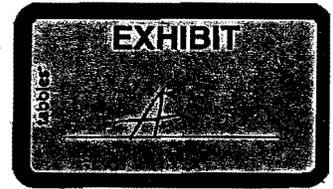
Payments will be applied first to any outstanding charges or late fees, then to earned interest and finally to principal. The payment schedule described above may change in the event you do not make all payments as scheduled or in the event you accrue any fees.

Interest is calculated on a 360/360 simple interest basis. This means that interest is calculated by dividing the annual Interest Rate by 360, multiplying that number by the outstanding principal balance, and multiplying that number by the number of days the principal balance is outstanding.

You may prepay all or any part of the principal without penalty.

If you fail to make any payment due hereunder, the holder of this Note shall have the right, after a 30-day grace period, to declare this note to be immediately due and payable. If you file for an assignment for the benefit of creditors, or for bankruptcy, the holder of this Note shall have the right to declare this Note to be immediately due and payable.

Except as may be provided in the "Arbitration" section of this Note, if we are required to employ an attorney at law to collect any amounts due hereunder, you will be required to pay the reasonable fees of such attorney to protect our





PO Box 66007
Anaheim, CA 92816

interest or to take any other action required to collect the amounts due hereunder.

The Prepaid Finance Charge disclosed above is fully earned upon loan origination and is not subject to rebate upon prepayment or acceleration of this Note.

LATE FEES. You will be subject to a late fee of \$29 if you fail to make your payment within 15 days of the due date. We can collect any late fees immediately via Electronic Funds Transfer (EFT) from your bank account.

INSUFFICIENT FUNDS. You will be subject to a fee of \$29 if any payment you make is returned by your bank for insufficient funds.

E-SIGN/ELECTRONIC COMMUNICATIONS. Although federal law does not apply to this Agreement, this Note is in original format an electronic document fully compliant with the Electronic Signatures in Global and National Commerce Act (E-SIGN) and other applicable laws and regulations, and the one, true original Note is retained electronically by us. All other versions hereof, whether electronic or in tangible format, constitute facsimiles or reproductions only. You understand that you have previously consented to receive all communications from us, including but not limited to all required disclosures, electronically.

CREDIT REPORTS. You agree that we may obtain credit reports on you on an ongoing basis as long as this loan remains in effect. You also authorize us to report information concerning this account to credit bureaus and anyone else we believe in good faith has a legitimate need for such information. Late payments, missed payments, or other defaults on this account may be reflected in your credit report.

CALL MONITORING/RECORDING. You understand that, from time to time, we may monitor or record telephone calls between us for quality assurance purposes. You expressly consent to have your calls monitored or recorded.

TELEPHONE CALLS. You hereby agree that in the event we need to contact you to discuss your account or the repayment of your loan, we may telephone you at any number, including any cell phone number provided, and that we may leave an autodialed or prerecorded message or use other technology to make that contact or to communicate to you the status of your account.

VERIFICATION. You authorize us to verify all of the information you have provided in obtaining approval of this Loan.

GOVERNING LAW. This Agreement is governed by the Indian Commerce Clause of the Constitution of the United States of America and the laws of the Cheyenne River Sioux Tribe. We do not have a presence in South Dakota or any other states of the United States. Neither this Agreement nor Lender is subject to the laws of any state of the United States of America.

ASSIGNMENT. We may assign or transfer this Loan Agreement or any of our rights under it at any time to any party.

WAIVER OF JURY TRIAL AND ARBITRATION.

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. Unless you exercise your right to opt-out of arbitration in the manner described below, any dispute you have with Western Sky or anyone else under this loan agreement will be resolved by binding arbitration. Arbitration replaces the right to go to court, including the right to have a jury, to engage in discovery (except as may be provided in the arbitration rules), and to participate in a class action or similar proceeding. In Arbitration, a dispute is resolved by an arbitrator instead of a judge or jury. Arbitration procedures are simpler and more limited than court procedures. Any Arbitration will be limited to the dispute between yourself and the holder of the Note and will not be part of a class-wide or consolidated Arbitration proceeding.

Agreement to Arbitrate. You agree that any Dispute, except as provided below, will be resolved by Arbitration, which shall be conducted by the Cheyenne River Sioux Tribal Nation by an authorized representative in accordance with its consumer dispute rules and the terms of this Agreement.

Arbitration Defined. Arbitration is a means of having an independent third party resolve a Dispute. A "Dispute" is any controversy or claim between you and Western Sky or the holder of the Note. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present, or future, including events that occurred prior to the opening of this Account), based on any legal or equitable theory (tort, contract, or otherwise), and regardless of the type of relief sought (i.e. money, injunctive relief, or declaratory relief). A Dispute includes, by way of example and without limitation, any claim based upon marketing or solicitations to obtain the loan and the handling or servicing of my account whether such Dispute is based on a tribal, federal or state constitution, statute, ordinance, regulation, or common law, and including any issue concerning the validity,



enforceability, or scope of this loan or the Arbitration agreement. For purposes of this Arbitration agreement, the term "the holder" shall include Western Sky or the then-current note holder's employees, officers, directors, attorneys, affiliated companies, predecessors, and assigns, as well as any marketing, servicing, and collection representatives and agents.

Choice of Arbitrator. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested at the address appearing at the top of this Loan Agreement of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Arbitration shall be conducted in the Cheyenne River Sioux Tribal Nation by your choice of either (i) a Tribal Elder, or (ii) a panel of three (3) members of the Tribal Council, and shall be conducted in accordance with the Cheyenne River Sioux Tribal Nation's consumer dispute rules and the terms of this Agreement. You may appear at Arbitration via telephone or video conference, and you will not be required to travel to the Cheyenne River Sioux Tribal Nation. The party receiving notice of Arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. You understand that if you demand Arbitration, you must inform us of your demand of the Arbitrator you have selected. You also understand that if you fail to notify us, then we have the right to select the Arbitrator.

Cost of Arbitration. We will pay the filing fee and any costs or fees charged by the arbitrator regardless of which party initiates the Arbitration. Except where otherwise provided by the law of the Cheyenne River Sioux Tribal Nation, each party will be responsible for its own attorneys' fees and other expenses. Unless prohibited by law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the Arbitration.

Waiver of Rights. YOU HEREBY AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL, TO HAVE A COURT DECIDE YOUR DISPUTE, TO PARTICIPATE IN A CLASS ACTION LAWSUIT, AND TO CERTAIN DISCOVERY AND OTHER PROCEDURES THAT ARE AVAILABLE IN A LAWSUIT. The arbitrator has the ability to award all remedies available by statute, at law, or in equity to the prevailing party, except that the parties agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving the individual disputes between the parties. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide Arbitration is to be determined solely by a court of competent jurisdiction located within the Cheyenne River Sioux Tribal Nation, and not by the arbitrator. If the court refuses to enforce the class-wide Arbitration waiver, or if the arbitrator fails or refuses to enforce the waiver of class-wide Arbitration, 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 court rules and procedures.

Applicable Law and Judicial Review. THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING THE INDIAN COMMERCE CLAUSE OF THE CONSTITUTION OF THE UNITED STATES OF AMERICA, AND SHALL BE GOVERNED BY THE LAW OF THE CHEYENNE RIVER SIOUX TRIBE. The arbitrator will apply the laws of the Cheyenne River Sioux Tribal Nation and the terms of this Agreement. The arbitrator must apply the terms of this Arbitration agreement, including without limitation the waiver of class-wide Arbitration. The arbitrator will make written findings and the arbitrator's award may be filed in the Cheyenne River Sioux Tribal Court, which has jurisdiction in this matter. The Arbitration award will be supported by substantial evidence and must be consistent with this Agreement and applicable law or may be set aside by a court upon judicial review.

Other Provisions. This Arbitration provision will survive: (i) termination or changes in this Agreement, the Account, or the relationship between us concerning the Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of my Note, or any amounts owed on my account, to any other person or entity. This Arbitration provision benefits and is binding upon you, your respective heirs, successors and assigns. It also benefits and is binding upon us, our successors and assigns, and related third parties. The Arbitration Provision continues in full force and effect, even if your obligations have been paid or discharged through bankruptcy. The Arbitration Provision survives any termination, amendment, expiration, or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. If any of this Arbitration Provision is held invalid, the remainder shall remain in effect.

Right to Opt Out. If you do not wish your account to be subject to this Arbitration Agreement, you must advise us in writing at P.O. Box 370, Timber Lake, South Dakota, 57565, or via e-mail at info@westernsky.com. You must clearly print or type your name and account number and state that you reject Arbitration. You must give written



PO Box 66007
Anaheim, CA 92816

notice; it is not sufficient to telephone us. We must receive your letter or e-mail within sixty (60) days after the date your loan funds or your rejection of Arbitration will not be effective. In the event you opt out of Arbitration, any disputes hereunder shall nonetheless be governed under the laws of the Cheyenne River Sioux Tribal Nation.

THIS LOAN CARRIES A VERY HIGH INTEREST RATE. YOU MAY BE ABLE TO OBTAIN CREDIT UNDER MORE FAVORABLE TERMS ELSEWHERE. EVEN THOUGH THE TERM OF THE LOAN IS 48 MONTHS, WE STRONGLY ENCOURAGE YOU TO PAY OFF THE LOAN AS SOON AS POSSIBLE. YOU HAVE THE RIGHT TO PAY OFF ALL OR ANY PORTION OF THE LOAN AT ANY TIME WITHOUT INCURRING ANY PENALTY. YOU WILL, HOWEVER, BE REQUIRED TO PAY ANY AND ALL INTEREST THAT HAS ACCRUED FROM THE FUNDING DATE UNTIL THE PAYOFF DATE. CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS AGREEMENT BEFORE YOU SIGN IT. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.

YOU HAVE READ AND UNDERSTAND THE ARBITRATION SECTION OF THIS NOTE AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THAT SECTION.

YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS PROMISSORY NOTE AND DISCLOSURE STATEMENT AND AGREE TO BE BOUND THERETO. YOU UNDERSTAND AND AGREE THAT YOUR EXECUTION OF THIS NOTE SHALL HAVE THE SAME LEGAL FORCE AND EFFECT AS A PAPER CONTRACT.

CONSUMER COMPLAINTS - If you have a complaint about our loan, please let us know. You can contact us at P.O. Box 370, Timber Lake, South Dakota, 57656, telephone (877) 860-2274.

ELECTRONIC FUNDS AUTHORIZATION AND DISCLOSURE

You hereby authorize us to initiate electronic funds transfers ("EFTs") for withdrawal of your scheduled loan payment from your checking account on or about the FIRST day of each month. You further authorize us to adjust this withdrawal to reflect any additional fees, charges or credits to your account. We will notify you 10 days prior to any given transfer if the amount to be transferred varies by more than \$50 from your regular payment amount. You also authorize us to withdraw funds from your account on additional days throughout the month in the event you are delinquent on your loan payments. You understand that this authorization and the services undertaken in no way alters or lessens your obligations under the Loan Agreement. You understand that you can cancel this authorization at any time (including prior to your first payment due date) by sending written notification to us. Cancellations must be received at least three business days prior to the applicable due date. This EFT debit authorization will remain in full force and effect until the earlier of the following occurs: (i) you satisfy all of your payment obligations under this Loan Agreement or (ii) you cancel this authorization.

In addition, you hereby authorize us and our agents to initiate a wire transfer credit to your bank account to disburse the proceeds of this Loan.

YOU UNDERSTAND OUR PAYMENT COLLECTION PROCEDURE AND AUTHORIZE ELECTRONIC DEBITS FROM YOUR BANK ACCOUNT.

[Click here to print out a copy of this document for your records.](#)

YOUR LOAN INFORMATION

SHIRLEY SMITH

Loan # 5782407

Your 1st payment to CashCall
will be electronically debited
from your account on:

¹⁵
5/11/2011 \$ 263.25

Regular payments \$ 294.46

Customer Service
877-525-2274

Mon-Fri 6:00am-9:00pm PST

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.



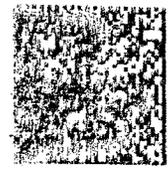
LOANS THAT FIT YOUR LIFESTYLE

CASHCALL.COM

66007
IM, CA 92816



02 11
9007254485 APR 06 2011
MAILED FROM ZIP CODE 92808



*Western Sky Financial
Big Sky*

SHIRLEY SMITH
4165 CUB DR
MAIDEN, NC 28650

Welcome To CashCall

CashCall recently introduced your loan from Western Sky through our Electronic Billing Information System. Your payments will continue to be sent to your bank as usual. We will continue to contact you and where to send your payments.

All payments will be automatically withdrawn on the 1st of every month.

We also offer some other dates for payment. Simply call our customer service line to reschedule your payments to take advantage of this service.

Pay off your CashCall loan anytime

Many of our customers want you to pay back your loan early so they will charge you money for not paying the loan.

We do not charge any pre-payment fees and we encourage you to pay off your loan early or any portion of your loan anytime.

Call us to change your service line and we'll make sure you have a new account. If you have a new check for your new bank account, just like you did when you applied for the loan.

Please call us 3 business days after we've changed your bank account or within 60 days.

Simple Interest Loan

Many loans and credit cards compound their compounding interest. With compounding interest, the interest charged on the unpaid balance actually added to your principal for the next period.

Your CashCall loan is a simple interest loan. Your principal amount never increases. In other words, you will never pay interest on interest.

Payment Options

If you wish to send in additional payments toward your loan principal you can either send a check, cashiers check or money order in the mail. We also accept MoneyGram and check-by-phone. Please be advised that any additional payment will be applied according to your contract.

CASHCALL, INC.
PAYMENT PROCESSING
PO BOX 66007
ANAHEIM, CA 92816

For a limited time, check-by-phone service is **FREE** for 90 days.
Fax # for bank account update: **949-225-4699**

Attention: Payment processing

For a limited time, check-by-phone service is **FREE** for 90 days.

CUSTOMER SERVICE
NUMBERS

Resort Fee: **See Promotions**

Return Payment Fee: **See Promotions**

Resort Fee: **See Promotions**
Return Payment Fee: **See Promotions**

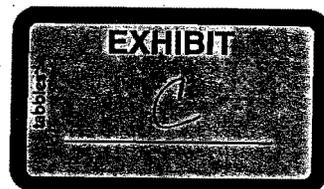


PO Box 66007
Anaheim, CA 92816

Loan Transaction History

Loan Id: 5782407 **Principal Balance:** \$2,576.54 **Interest Rate:** 135.00 %
Borrower's Name: SHIRLEY H SMITH **Amount Due:** \$323.46
Next Due Date: 01/18/12

Txn #	Txn Date	Apply Date	Total Amount	Type	Fee	Interest	Principal	Principal Balance	Cancelled By Txn#	Sec Txn#	Comment
1	04/07/11	04/07/11	0.00				2,600.00	2,600.00			Loan Origination
3	05/18/11	05/15/11	263.25	ACH		-263.25	0.00	2,600.00			Scheduled ACH for 2011-05-15 -ACHVendor=AC HWorks, SettlementID=B5 J000UQ-
6	06/20/11	06/15/11	294.46	ACH		-292.50	-1.96	2,598.04			Scheduled ACH for 2011-06-15 -ACHVendor=AC HWorks, SettlementID=B6 M000XF-
9	07/05/11	07/05/11	100.00	CHECK		-100.00	0.00	2,598.04			Payment Type: Check. Check #: 186.
11	07/19/11	07/15/11	194.46	ACH		-192.28	-2.18	2,595.86			Scheduled ACH for 2011-07-15 -ACHVendor=AC HWorks, SettlementID=B7 K000Z3-
14	08/17/11	08/15/11	294.46	ACH		-292.03	-2.43	2,593.43			Scheduled ACH for 2011-08-15 -ACHVendor=AC HWorks, SettlementID=B8I 000ZP-
17	09/20/11	09/15/11	294.46	ACH		-291.76	-2.70	2,590.73			Scheduled ACH for 2011-09-15 -ACHVendor=AC HWorks, SettlementID=B9 L000YJ-
20	10/18/11	10/15/11	294.46	ACH		-291.46	-3.00	2,587.73			Scheduled ACH for 2011-10-15 -ACHVendor=AC HWorks, SettlementID=BA J0010T-





PO Box 66007
Anaheim, CA 92816

Line	Start Date	End Date	Amount	Type	Balance	Interest	Balance	Notes
25	11/17/11	11/17/11	294.46	ACH	294.12	3.34	2,584.39	Scheduled ACH for 2011-11-15
								-ACHVendor=AC HWorks, SettlementID=BD 10012B
26	12/20/11	12/15/11	294.46	ACH	-290.74	-3.72	2,580.67	Scheduled ACH for 2011-12-15
								-ACHVendor=AC HWorks, SettlementID=BC L00160-
29	01/17/12	01/17/12	294.46	CHECK	-290.33	-4.13	2,576.54	Payment Type Check Check # 11312
41	01/18/12	01/18/12	29.00	NSF	29.00	0.00	2,576.54	01/17/2012 ACH reversed - CLOSED

**STATE OF NORTH CAROLINA
CONSUMER
COMPLAINT**

MAIL TO:

**CONSUMER PROTECTION
ATTORNEY GENERAL'S OFFICE
9001 MAIL SERVICE CENTER
RALEIGH, NC 27699-9001
TELEPHONE: (919) 716-6000
TOLL-FREE IN NC: (877) 566-7226**

MAR 23 2012

SECTION 1: Your Information

Mr. Ms. <u>Mrs.</u>	Last name <u>Smith</u>	First name <u>Shirley</u>	MI <u>H</u>
Mailing address <u>4165 Cub Drive</u>			
City <u>Maiden</u>	State <u>NC</u>	Zip code <u>28650</u>	Country, if not US <u>US</u>
Day phone number, including area code <u>(828) 428-0696</u>	Evening phone number, including area code <u>() same</u>	Fax number, including area code <u>()</u>	
County of residence <u>Catawba</u>	E-mail address <u>shirley.smith4859@yahoo.com</u>	Cell phone, including area code <u>(828) 455-4333</u>	

SECTION 2: Information About Company Against Which You Are Complaining

Full name of company <u>Western Sky/Cash Call, Inc.</u>			
Mailing address <u>Payment Processing P.O. Box 66007</u>			
City <u>Anaheim</u>	State <u>Cal.</u>	Zip code <u>92816</u>	Country, if not US <u>US</u>
Company's internet address (URL) <u>www.cashcall.com</u>			
Telephone number, including area code <u>(877) 525-2274</u>	Fax number, including area code <u>()</u>		

SECTION 3: Complaint Information (complete any blocks which apply to your complaint)

Product, item, or service involved <u>Loan</u>	Date of purchase, service, contract <u>4-4-2011</u>		
Manufacturer or brand	Model		
Account number <u>5782407</u>	Serial number		
Did you sign a contract or a lease? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, please give the following <input checked="" type="checkbox"/>	Starting date <u>5-15-2011</u>	Expiration date ? <u>?</u>
Total amount paid <u>\$294, 46 per month</u>	Amount in dispute <u>\$2600.00</u>	How was payment made: <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Credit card <input type="checkbox"/> Debit card <input type="checkbox"/> Money order <input checked="" type="checkbox"/> Wire transfer <input type="checkbox"/> Finance agreement <input type="checkbox"/> Other _____	
Did you buy an extended service contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, name of company responsible for extended service contract or warranty		

SECTION 4: Information About the Transaction

How was initial contact made between you and the business?

- Person came to my home
- I went to company's place of business
- I received a telephone call from business
- I telephoned the business
- I received information in the mail
- I responded to radio/television ad
- I responded to printed advertisement
- I responded to a Website or e-mail solicitation
- I received a fax solicitation
- I attended a trade show or convention
- Other SAW ad on TV

Where did the transaction take place?

- At my home
- At company's place of business
- By mail
- Over the phone
- Via computer (website or e-mail)
- Trade show or hotel
- Other _____



SECTION 5: Details of Complaint (use additional sheets if necessary)

I saw the ad on late TV one night so next day I called. I was immediately approved, got the money into my acct. and a few days later I received a brochure that said my loan was bought by Cash Call. I applied to Western Sky. I was amazed at the interest rate but I didn't know it was illegal until I got mixed up with these other pay-day loans. I am not very smart but I have come to realize I've been took by all of them. I don't know how to handle this & now the pay-day relief company has turned out to be wrong too.

SECTION 6: Resolution Attempts You Have Made

Have you contacted the company with your complaint? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, name of person most recently contacted	His/her phone number, incl. area code (877) 525-2274
Results	I have to pay them no matter what	
What result would you consider fair?	I think I've paid them enough since they are illegal	
Do you have an attorney in this case? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, name of your attorney	Attorney's number, incl. area code ()
Has your complaint been heard or is it scheduled to be heard in court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, where and when?		
If already heard, what was the result?		

SECTION 7: Important Information

- Documents provided to this office may be public record.
- In most cases your complaint will be forwarded to the business complained about for response. If the complaint falls within the jurisdiction of another local, state or federal agency, we may refer your complaint to that agency.
- Please be sure to include **copies** of any supporting documents you may have, such as correspondence, contracts, invoices, receipts, etc. Do **not** send originals.
- This office does not have the authority to give private legal advice or provide private legal representation to individual consumers.

The information I have provided is true and accurate to the best of my knowledge.

Your signature: Shirley H. Smith

Date: 3/20/2012

Mail to: NC Attorney General's Office, Consumer Protection Division, 9001 Mail Service Center, Raleigh, NC 27699-9001

Delbert Services Corporation

7125 Pollock Drive
Las Vegas, Nevada 89119
November 20, 2012

702-589-5091

SHIRLEY SMITH
4165 CUB DR
MAIDEN, NC 28650

Re: Western Sky Loan ID# 5782407
Permit No.: 103660

Dear SHIRLEY SMITH,

Delbert Services Corporation is a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

The loan you obtained from Western Sky Financial (Loan No. 5782407), which was previously sold to WS Funding, LLC (and serviced by CashCall, Inc.), has been referred to our office for immediate collections. Demand is hereby made for \$5,795.33 payable to our office. This amount includes the principal, fees and interest accrued as of the date of this letter. Please note that interest will continue to accrue on this debt as governed by your loan documents. Subject to your rights to dispute the debt as described below, failure to honor this demand will cause escalation of collection and recovery efforts.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt, or any portion thereof, this office will assume the debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

If you have any questions, or would like to discuss other possible arrangements, please contact us at **888-400-7750**.

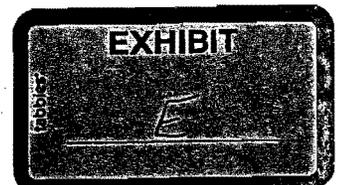
Sincerely,

Recovery Collector

Hours of operations
Monday – Friday, 6:00AM – 5:00PM
Pacific time-zone
888-400-7750

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

dcs.1.s





04/18/2013

SHIRLEY H SMITH
4165 CUB DR

MAIDEN, NC 28650

Original Creditor: CASHCALL
Client.....:CASHCALL
Original Acct....: 5782407
ACC Acct.....: 4002735539
Balance.....: \$6252.11

Dear SHIRLEY H SMITH,

As you are aware, the above referenced account has been placed for collections. Absolute Collections Corporation can and will negotiate with you or your attorney a settlement on this account. This settlement can:

- 1) Clear this debt amicably from our records
- 2) Save you any further expenses, such as accruing interest
- 3) Enhance your credit profile once you have proof of payment

All settlement offers will be written into an agreement that is both reasonable and mutually acceptable. If you would like to discuss this option, please contact this office as soon as possible.

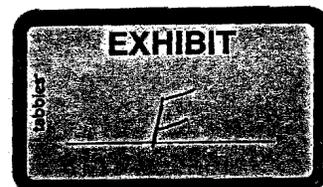
Sincerely,

MGM
Collections Department
Absolute Collections Corporation

THIS COMMUNICATION IS FROM A COMPANY THAT PERFORMS DEBT COLLECTIONS.
THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

OFFICE HOURS:

Monday through Friday 8:00 am to 6:00 pm Pacific Standard Time
Physical Address : 6602 El Cajon Blvd Suite 100, San Diego, CA 92115
Toll Free: 877-771-3323



Absolute Collections Corporation

NOTICE OF PRIVACY POLICY

It is the policy of Absolute Collections Corporation to respect the privacy of our customers and to protect the security and confidentiality of customer's nonpublic information.

What information we collect and from who we collect it

We may collect nonpublic information about you from the following sources:

1. Information we receive from you on applications or other forms;
2. Information about your transactions with us, our affiliates or others; and
3. Information we receive from non-affiliated third parties, including a consumer-reporting agency.

What information we disclose and to whom we disclose it

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. In some cases this may mean information can be disclosed to third parties without your authorization; however, we maintain physical, electronic and procedural safeguards that comply with state and federal regulations to guard your nonpublic personal information. Information about you may be given to our employees who need it in order to properly perform their job duties.

We may disclose the following kinds of non-public information about you:

1. Information we receive from you on applications or other forms (information such as your name, address, social security number, assets and income);
2. Information about your transactions with us, our affiliates, or others (such as your account balances, payment history, parties to transactions and credit card usage); and
3. Information we receive from a consumer-reporting agency (such as your creditworthiness and credit history).

You have the right to obtain access to certain information and the right to request correction of information you feel is inaccurate. If you prefer that we do not disclose non-public information about you to non-affiliated third parties, you may opt out of these disclosures (unless permitted by law) by directing us not to make those disclosures (other than disclosures permitted by law). If you wish to opt out of disclosures to non-affiliated third parties, you may call our toll-free number at 1-877-771-3323 or write us at the below address, and inform us of your decision to opt out pursuant to the terms of federal law.

This communication is from a Debt Collector, and is a communication to collect a debt. Any information provided from any source, including yourself, will be used for that purpose.

Po Box 880306 San Diego, CA 92168-0306

EXHIBIT D

Exhibit D
(CashCall's Response Letter to NCOCOB)

CashCall

WWW.CASHCALL.COM

1 CITY BLVD WEST, SUITE 1900
ORANGE, CA 92868
949-752-4600
949-225-4600 (FAX)

July 26, 2013

State of North Carolina
Office of the Commissioner of Banks
Attn: Jennifer Winborne
316 E Edenton Street
Raleigh, NC 27603

Re: Complaint of [REDACTED] File No. 2013-1006

Dear Ms. Winborne:

CashCall is in receipt of your letter dated July 11, 2013, which included a consumer complaint submitted by [REDACTED] against CashCall, Inc. In summary, [REDACTED] questions the term of his loan with CashCall, the Assignee of his loan with Western Sky Financial ("Western Sky").

CashCall has investigated this complaint and respond as follows:

Our records indicate that [REDACTED] installment loan was originated and funded by Western Sky on January 9, 2013 in the amount of \$1,000.00, which is the loan amount of \$1,500.00 minus the \$500.00 Prepaid Finance Charge/Origination Fee. As such, all questions regarding the origination and funding of [REDACTED] loan should be directed to Western Sky, at: P.O. Box 370, Timber Lake, South Dakota, 57656.

With regard to [REDACTED] loan, please be advised that CashCall does not make unsecured or payday loans in North Carolina and never has done so. Further, [REDACTED] loan is not a payday or deferred deposit loan as is alleged in the complaint; rather, [REDACTED] loan is an unsecured installment loan that he obtained from a company called Western Sky Financial ("Western Sky") and that is currently being serviced by CashCall.

As background, Western Sky is a wholly Cheyenne River Sioux Tribal Member owned business and is located and operates within the exterior boundaries of the Cheyenne River Indian Reservation. Western Sky loans are initiated, approved, issued and disbursed within the confines of the Cheyenne River Indian Reservation. Western Sky is licensed with the Cheyenne River Sioux Tribe.

Upon review of the file sent to CashCall by Western Sky, the loan documents clearly indicate that the laws of the Cheyenne River Sioux Tribe apply exclusively to the terms and conditions of [REDACTED] loan, and he further accepted this choice of law and jurisdiction by executing his loan document. These facts were explained to [REDACTED] when he applied and again when he signed his Consumer Loan Agreement ("Note").

Borrowers are instructed to read the Note in its entirety. Once they have done so, they are required to electronically sign or initial the Note in two different locations. The second of the signatures represents the borrower's confirmation that he/she has read and understands the terms and conditions of the Note. According to our records, [REDACTED] signed the Note on January 8, 2013, via electronic signature, indicating that he did indeed understand the terms and conditions of the Note. This Note, in its original format, is an electronic document fully compliant with the Electronic Signatures in Global and National Commerce Act (E-SIGN) and other applicable laws and regulations.

The Truth in Lending Act Disclosure Statement at the top of page one clearly displays the Annual Percentage rate ("APR") as 233.05% and Total Finance Charge of \$3,899.35. The APR was disclosed in accordance with the requirements of the Truth in Lending Act. Notwithstanding these disclosures, borrowers are free to pay their loan in part or in full at any time without penalty. [REDACTED] was also sent a settlement statement via electronic mail to the address he supplied, confirming the terms and conditions of the Note, on January 9, 2013.

On January 15, 2013 per the Notice of Assignment, Sale or Transfer of Servicing Rights e-mail sent to the address provided by [REDACTED] loan was sold to WS Funding, LLC ("WS"), and is currently being serviced by CashCall. Under long-standing principles of assignor-assignee rights, CashCall is permitted to stand in the shoes of the maker of the loan and enforce the terms of that loan pursuant to the choice-of-law provisions contained in the agreement.

In summary, this loan is valid and enforceable, and we have confirmed that [REDACTED] account balance is accurate and that we are reporting all credit information correctly for this loan. Please be advised, on July 3, 2013, per [REDACTED] request, CashCall ceased all calls and correspondence to him in accordance with state and federal guidelines.

According to our records, [REDACTED] has only made 4 of the 25 payments on this account. The last payment was received on May 7, 2013, and the account is delinquent. As of July 26, 2013, [REDACTED] payoff amount is \$2,054.19 and his remaining principal balance owed is \$1,459.55. **Nonetheless, in an effort to resolve this complaint, we are willing to reduce [REDACTED] interest rate to 25% or settle for \$1,230.00 by August 15, 2013.** Please have [REDACTED] contact the Dispute Resolution Department at (714) 221-3300 to accept either offer.

Thank you for your attention to this matter. CashCall appreciates the opportunity to respond. If you have any further questions please contact me at (714) 221-3300.

Sincerely,



Elissa Chavez
Director of Fraud Prevention/Dispute Resolution

EXHIBIT E

Exhibit E
(Western Sky's Certificate of Organization)

366 5059 05/19/2009

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

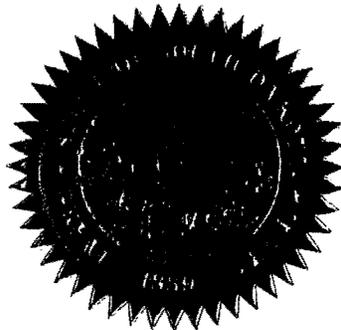
Certificate of Organization Limited Liability Company

ORGANIZATIONAL ID #: DL018925

I, Chris Nelson, Secretary of State of the State of South Dakota, hereby certify that the Articles of Organization of **WESTERN SKY FINANCIAL, L.L.C.** duly signed and verified, pursuant to the provisions of the South Dakota Limited Liability Company Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Organization and attach hereto a duplicate of the Articles of Organization.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this May 15, 2009.



Chris Nelson
Chris Nelson
Secretary of State

Cert of Organization LLC Merge

MADE IN U.S.A.

EXHIBIT F

Exhibit F

(Section 3-4-52 of the Cheyenne River Sioux Tribe Law and Order Code)

Sec. 3-4-52 Criminal Usury.

(1) A person is guilty of criminal usury when he knowingly engages in or directly or indirectly provides financing for the business of making loans or purchases a rate of interest or consideration therefore higher than the following:

(a) if the amount to which the interest applies is less than \$100.00 or the period of the loan or financing is less than one year, the rate of interest shall not exceed a 24 percent per annum simple interest rate.

(b) if the amount to which the interest applies is greater than \$100.00 or the period of the loan or financing is greater than one year, the rate of interest shall not exceed an 18 percent per annum simple interest rate.

(2) In computing the interest rate, the following will be considered to be part of the interest charged: all charges payable directly or indirectly by the person receiving the credit as an incident to the extension of credit, including any of the following types of charges: time price differential, service, carrying or other charge, however denominated, premium or other charge for any guarantee of insurance protecting the seller against the buyer's default or other credit loss, charges incurred for investigating the collateral or credit of the borrower, and commission or fees charged for obtaining credit.

(3) Criminal usury is a Class B offense.