IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division

LULA WILLIAMS, GLORIA TURNAGE, GEORGE HENGLE, DOWIN COFFY, and FELIX GILLISON, JR., *on behalf of themselves and all individuals similarly situated,*	:	Civil Case No. 3:17cv461
Plaintiffs,	:	
v.	:	
BIG PICTURE LOANS, LLC; MATT MARTORELLO; ASCENSION TECHNOLOGIES, INC.; DANIEL GRAVEL; JAMES WILLIAMS, JR.; GERTRUDE MCGESHICK; SUSAN MCGESHICK; and GIIWEGIIZHIGOOKWAY MARTIN,	:	
Defendants.	:	

CLASS ACTION COMPLAINT

COME NOW Plaintiffs, Lula Williams, Gloria Turnage, George Hengle, Dowin Coffy and Felix Gillison, Jr. ("Plaintiffs"), *on behalf of themselves and all individuals similarly situated,* by counsel, and for their Class Action Complaint against Defendants, they allege as follows:

INTRODUCTION

1. It is well established that Virginia's usury laws "are founded upon considerations of public policy." *Town of Danville v. Pace*, 66 Va. 1, 19 (1874). Even in an era where "state-by-state lobbying campaigns" have persuaded state legislators to reverse "nearly three hundred years" of prohibitions against "double- or even single-digit interest rate caps," Virginia has remained committed to its *longstanding* view that it is contrary to public policy to charge excessive interest rates to Virginians. Christopher L. Peterson, *"Warning: Predatory Lender"—A Proposal for Candid Predatory Small Loan Ordinances*, 69 Wash & Lee L. Rev. 893, 896 (2012) (providing historical context on usury laws). Virginia's strong public policy against excessive interest rates is

not only hammered home by its criminalization of such conduct, but its civil remedies are also severe for it has long been established that "[h]owever small amount of usurious interest contracted for, and however large amount of money loaned, *the contract is declared void, and the lender forfeits the whole amount of the debt and interest*." *Brockenbrough's Ex'rs v. Spindle's Adm'rs*, 58 Va. 21, 32 (1866) (emphasis added).

2. This case involves a criminal enterprise that was established with the intent of evading state usury laws. In an apparent attempt to insulate themselves from any legal liability, Defendants established what is commonly referred to as a "rent-a-tribe" business model, where a payday lending scheme associates with a Native American tribe in an attempt to cloak itself in the privileges and immunities enjoyed by the tribe—or to at least create the illusion that it enjoys tribal immunity.

3. To facilitate blatant violations of state usury laws, Defendant Matt Martorello ("Martorello") approached the Lac Vieux Desert Band of Lake Superior Chippewa Indians (the "Tribe") for the purpose of establishing a rent-a-tribe scheme. Under the rent-a-tribe model, Defendants made high interest loans in the name of Big Picture Loans, LLC ("Big Picture Loans"), which claim to be owned and operated by the Tribe. In reality, Martorello's company, Bellicose Capital, LLC ("Bellicose Capital"), funded the loans, controlled the underwriting, and handled the day-to-day operations of the business. In return for the use of its name, the Tribe received 2% of the revenue,[1] but otherwise the Tribe had no control over the income or expenses of Big Picture Loans.

[1] Zeke Faux, *Payday Lenders are Changing the Game Ahead of a U.S. Crackdown*, Bloomberg (Feb. 4, 2016) ("Bellicose has collected tens of millions of dollars, with the tribe keeping about 2 percent of the revenue, according to documents provided by a person involved in the deal."), https://www.bloomberg.com/news/articles/2016-02-04/payday-lenders-are-changing-the-game-ahead-of-a-u-s-crackdown.

4. This lawsuit challenges the legality of Defendants' loans and seeks to enforce Virginia's longstanding public policy against usurious loans. Plaintiffs seek a declaratory judgment that the loan agreements related to Defendants' rent-a-tribe scheme are void and unenforceable. Defendants' usurious loans were void *ab initio* pursuant to Va. Code. § 6.2-1541(A), which provides that any loan containing an interest rate above 12% "shall be void."[2] Further, Plaintiffs seek a judgment declaring that the loan agreement's choice-of-law and forum selection provisions are unenforceable as a matter of public policy and because the provisions attempt to deprive consumers of both a remedy and of a day in court.

5. Plaintiffs also seek an injunction against all Defendants, prohibiting them from lending or collecting loans in Virginia[3] as well as actual damages and treble damages from Defendants Big Picture, Ascension Technologies, Martorello, and Daniel Gravel for their participation in the unlawful lending enterprise, which violated Virginia's usury laws, unjustly enriched the Defendants, and violated the Racketeer Influenced and Corrupt Organizations Act ("RICO").[4] As a result of their participation in the enterprise, Big Picture, Ascension Technologies,

[2] *Rahmani v. Resorts Intern. Hotel, Inc.*, 20 F. Supp. 2d 932, 935 (E.D. Va. 1998) (Ellis, J.) (explaining that a gambling contract "is void under Virginia law, it is a complete legal nullity, one that has no legal force or binding effect").

[3] Defendants James Williams, Jr., Giiwegiizhigookway Martin, Gertrude McGeshick, and Susan McGeshick are the chief executive officers of the Tribe. This lawsuit seeks to enjoin these tribal officials from ongoing violations of federal law, and, thus, the tribal officials are not protected by the Tribe's immunity. *Santa Clara Pueblo v. Martinez*, 436 U.S. 49, 59 (1978) ("As an officer of the Pueblo, petitioner Lucario Padilla is not protected by the tribe's immunity from suit."); *Michigan v. Bay Mills Indian Cmty.*, 134 S. Ct. 2024, 2034 (2014) ("As this Court has stated before . . . tribal immunity does not bar such a suit for injunctive relief against *individuals*, including tribal officers, responsible for unlawful conduct." (citing *Santa Clara Pueblo*, 436 U.S. at 59). Plaintiffs do not seek any monetary damages from any of the tribal officials as a result of their participation in the rent-a-tribe scheme.

[4] Plaintiffs anticipate that Big Picture Loan's will claim to be "an arm of the tribe" and thus protected by tribal immunity. Although the doctrine of tribal sovereign immunity protects the Tribe itself, it does not automatically extend to economic subdivisions of a tribe, and the Court must determine whether these entities are "analogous to a governmental agency, which should benefit from sovereign immunity" or whether they are more like a "commercial business enterprise, instituted for the purpose of generating profits for [their] private owners." *Breakthrough Mgmt. Grp., Inc. v. Chukchansi Gold Casino & Resort*, 629 F.3d 1173, 1184 (10th Cir. 2010) (citing *Gavle v. Little Six, Inc.*, 555 N.W.2d 284, 293 (Minn.1996)). In addition to the allegations alleged in this Complaint concerning the creation, purpose, and structure of Big Picture Loans, Big Picture is not entitled to sovereign immunity because 98% of the profits of the scheme went to non-tribal participants and the companies were established for the sole purpose of

Martorello, and Daniel Gravel violated Virginia's usury laws and RICO's prohibition against the "collection of unlawful debt," which RICO defines as a debt incurred in "the business of lending money" where "the usurious rate is at least twice the enforceable rate" under State of Federal law. 18 U.S.C. § 1961(6).

JURISDICTION

6. This Court has subject matter jurisdiction pursuant to 18 U.S.C. § 1965 and 28 U.S.C. § 1332(d)(2). Moreover, the Court has supplemental jurisdiction over state law claims pursuant to 28 U.S.C. § 1367.

7. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) as a majority of Plaintiffs are residents of this District and Division and a substantial part of Plaintiffs' claims occurred in Virginia.

PARTIES

8. Plaintiff Lula Williams ("Williams") is a natural person and resident of this Division and District.

9. Plaintiff Gloria Turnage ("Turnage") is a natural person and resident of this Division and District.

10. Plaintiff George Hengle ("Hengle") is a natural person and resident of this Division and District.

11. Plaintiff Felix Gillison, Jr. ("Gillison") is a natural person and resident of this Division and District.

evading state usury laws. Further, extending the protections of tribal immunity to the scheme alleged in this case would not serve the policies underlying tribal sovereign immunity.

12. Plaintiff Dowin Coffy ("Coffy") is a natural person and resident of this Division and District.

13. Defendant Big Picture Loans is a limited liability company doing business as an internet lending website under the domain name www.bigpictureloans.com. In return for a small fraction of the revenue, the Tribe allowed the lending scheme to use its name and falsely claim that it is operated by the Tribe. At all times relevant hereto, the Tribe did not participate in the day-to-day operations of Big Picture Loans and did not fund the loans or handle the servicing or collection of the loans. Big Picture Loans was formerly known as Red Rock Tribal Lending, LLC, who did business under the domain name www.castlepayday.com.[5] Big Picture Loans is the successor in interest of Red Rock.

14. Defendant Martorello is a natural person and resident of Puerto Rico. Martorello was the founder and chief executive officer of Bellicose Capital, which Martorello created to make and collect the usurious loans described herein. As explained below, Martorello was the architect of the rent-a-tribe lending scheme and had direct personal involvement in the creation and day-to-day operations of the illegal enterprise.

15. Defendant Ascension Technologies, LLC, f/k/a Bellicose Capital, LLC was a limited liability company previously organized under the laws of the U.S. Virgin Islands and then Puerto Rico. Bellicose Capital was formed by Martorello in 2011 to make the usurious loans to Virginia consumers. Although Defendants held it out as a "managing consulting company," Bellicose Capital was the actual entity that procured the investment capital, serviced the loans, and received the vast majority of the revenue from the loans, which was then funneled to Martorello. Due to various lawsuits against Martorello's competitors and anticipated regulation from the

[5] Castle Payday, *We Have Big News! Castle Payday is now Big Picture Loans*, https://www.bigpictureloans.com/CastlePaydayRedirectLanding (last visited June 22, 2017).

Consumer Financial Protection Bureau ("CFPB"), Martorello transferred Bellicose to the Tribe in April 2016 in an attempt to shield Bellicose Capital's illegal business practices. The Tribe rebranded Bellicose as Ascension Technologies, which continues to operate with minimal tribal involvement or benefit to the Tribe.

16. Defendant Daniel Gravel ("Gravel") was the general counsel for Bellicose Capital and was one of the masterminds of the rent-a-tribe lending scheme described herein. As early as August 2012, Gravel had direct personal involvement in the day-to-day operations of the illegal enterprise and participated in the management of the legal affairs of the company, including drafting and reviewing the software, financial, payment processing, and servicing contracts that enabled the enterprise to operate. Additionally, Gravel drafted and reviewed all advertising and marketing materials for the enterprise and made the decisions regarding the legal content in the websites and contracts.

17. Defendant James Williams, Jr. ("Mr. Williams") is the tribal chairman of the Lac Vieux Desert Band of Lake Superior Chippewa Indians.

18. Defendant Giiwegiizhigookway Martin ("Ms. Martin") is the tribal chairwoman of the Lac Vieux Desert Band of Lake Superior Chippewa Indians.

19. Defendant Gertrude McGeshick is the secretary of the Lac Vieux Desert Band of Lake Superior Chippewa Indians.

20. Defendant Susan McGeshick is the treasurer of the Lac Vieux Desert Band of Lake Superior Chippewa Indians.

FACTUAL BACKGROUND

A. Virginia's Longstanding Public Policy Prohibiting Usurious Loans.

21. More than forty years before the signing of the Declaration of Independence, Virginia enacted its first usury law, which capped interest rates at 6 percent. John W. Edmonds, *Virginia Law of Interest and Usury*, 10 U. Rich. L.R. 77 (1975) (citing 4 Hennings Stat. 194).

22. Virginia's "usury laws serve a beneficial public purpose and are to be liberally construed with a view to advance the remedy and suppress the mischief." *Radford v. Cmty. Mortg. & Inv. Corp.*, 226 Va. 596, 601 (1984).

23. The Supreme Court of Virginia has repeatedly acknowledged that Virginia's "usury statutes represent a clarification of the public policy of the state that usury is not to be tolerated, and the court should therefore be chary in permitting this policy to be thwarted." *Id.* (quoting *Heubusch & Reynolds v. Boone*, 213 Va. 414 (1972).

24. In accordance with this longstanding public policy, a person may not charge an annual percentage rate ("APR") exceeding 12% without first obtaining a consumer finance license from the Commonwealth. Va. Code §§ 6.2-1501(A), 6.2-303(A).

25. The consumer finance licensing requirements are designed to protect Virginia consumers from predatory lenders like Defendants. Virginia's licensing requirements include physical presence in the commonwealth and a minimum amount of liquid assets. Va. Code § 6.2-1507(A)(2). Additionally, before granting a license, the Commission must make specific findings concerning the applicant lender such as the character and fitness of the applicant and the applicant's knowledge of applicable Virginia laws and regulations. Va. Code § 6.2-1507.

B. Defendants Established an Enterprise to Evade Virginia's Licensing Requirements and Usury Laws.

26. Over the last decade, businesses have sought to evade state lending laws like Virginia's by entering into ventures with Native American tribes "so they can use tribal immunity as a shield for conduct of questionable legality." *Michigan v. Bay Mills Indian Cmty.*, 134 S. Ct. 2024, 2052 (2014) (Scalia, J., dissenting) (citing Nathalie Martin & Joshua Schwartz, *The Alliance Between Payday Lenders and Tribes: Are Both Tribal Sovereignty and Consumer Protection at Risk?* 69 Wash. & Lee L. Rev. 751, 758–759, 777 (2012)).

27. Defendant Matt Martorello recognized the exorbitant profits he could achieve by not complying with Virginia's usury laws and lending out high interest loans to some of Virginia's most vulnerable consumers.

28. Recognizing this, Martorello established a rent-a-tribe business model for his company, Bellicose Capital, associating themselves with the Lac Vieux Desert Band of Lake Superior Chippewa Indians (the "Tribe"), a federally recognized tribe located in the Upper Peninsula of Michigan.

29. With the assistance of Gravel, Martorello and Bellicose helped form Big Picture Loans and Red Rock—two companies formed as "business enterprises" of the Tribe, which claimed to be "wholly owned" and "operated as an instrumentality of the Tribe."[6]

30. Although the Tribe holds itself out as the actual lender of the internet payday loans, the Tribe is merely a front, and Bellicose Capital provided the infrastructure to market, fund, underwrite, and collect the loans, including by providing the following services: lead generation, technology platforms, payment processing, and collection procedures.

[6] *See, e.g.*, Lac Vieux Desert Band of Lake Superior Chippewa Indians, Resolution # T2014-066, Approving the Creation of the Wholly Owned and Operated Lending Entity—Big Picture Loans, LLC (Aug. 26, 2014), http://www.lvdtribal.com/pdf/BPL%20Organizing%20Documents.pdf.

31. Upon information and belief, the Tribe had no control over the income or expenses of either Red Rock or Big Picture Loans.

32. Instead, the Tribe allowed Defendants to use their name as a front and, in return, received a nominal, 2% flat fee of the revenue. Delvin D. Hawley, *Payday Lenders on the Run*, Bloomberg Business Week (Feb. 8, 2016) ("Matt Martorello's company, Bellicose Capital, helps an American Indian tribe in Michigan run websites that offer small loans to the public at annualized interest rates as high as 780 percent. The tribe gets 2 percent of the revenue, while Martorello makes millions.").

33. Upon information and belief, tribal members do not participate in the day-to-day operations of Red Rock or Big Picture Loans and nearly all the activities associated with these companies occurred off the Lac Vieux Reservation, such as the call centers, payment processing, and servicing of the loans.

34. Despite representations in the loan agreements that Big Picture Loans and Red Rock were owned and operated by the Tribe, Bellicose Capital was the *de facto* owner and controlled the operations of the Big Picture Loans and Red Rock.

35. Moreover, nearly all activities performed on behalf of Big Picture and Red Rock were performed by officers and employees of Bellicose who were not located on the Lac Vieux Reservation. Instead, they were Bellicose Capital employees located in the Virgin Islands, Puerto Rico, and the Philippines.

36. Upon information and belief, the money loaned to Plaintiffs was transferred from a bank account owned and operated or controlled by Bellicose Capital and Martorello, and neither the Tribe nor its officials were allowed to access the accounts.

37. Furthermore, neither Big Picture Loans nor Red Rock ever accepted consumer payments after the loan agreement was executed. Rather, all payments went to Bellicose Capital, who then kicked back, at most, the 2% flat fee to the Tribe.

38. Additionally, Bellicose Capital also handled the lead generation used to identify and solicit potential consumers.[7]

39. For example, Bellicose Capital procured consumer reports from Trans Union in an attempt to identify consumers who may be susceptible or in need of a loan.

40. If a Virginia consumer's report showed that he or she may be susceptible to a high-interest loan, then Bellicose Capital sent correspondences to the home of the consumer in Virginia stating that he or she is "one of 1,442 people in Richmond" that are pre-approved, that the loan is "a smarter way to borrow," and that funds can be deposited "as early as tomorrow." (Feb. 27, 2017 Letter to Turnage).

41. If a consumer called the number on the letter, he or she would reach a call center in the Philippines, who took direction and instructions from Bellicose Capital and not the Tribe.

42. Upon information and belief, Bellicose Capital's lead generation procedures were developed by Martorello and Gravel.

43. In the past few years, federal regulators have begun cracking down on rent-a-tribe arrangements.

[7] In order to find potential customers, internet lenders pay companies known as "lead generators," which are businesses that collect information on potential consumers to solicit for high-interest loans. Pew Charitable Trust, *Fraud and Abuse Online: Harmful Practices in Internet Payday Lending* (Oct. 2014), http://www.pewtrusts.org/~/media/assets/2014/10/payday-lending-report/fraud_and_abuse_online_harmful_practices_in_internet_payday_lending.pdf. Lead generators pay high fees to several sources, such as consumer reporting agencies, to acquire borrower information to determine whether a consumer has ever applied or received an internet loan or whether a consumer may be in need or qualify for an additional loan. *Id.*

44. For example, the United States Attorney for the Southern District of New York has indicted Scott Tucker and Timothy Muir, competitors of Defendants, for engaging in exactly the same unlawful-lending "rent a tribe" and collection practices alleged herein.

45. The Tucker indictment, which sets out a strikingly similar set of facts, includes: (1) Mr. Tucker, through the use of shell companies, personally lent money to thousands of consumers through payday loans; (2) Tucker personally controlled virtually every aspect of the operations of these sham entities; (3) these sham entities shared employees, computer systems, and "other operating costs and infrastructure of a single lending business"; and (4) Mr. Muir acted as general counsel for one of the Tucker entities. *United States v. Tucker*, Case No. 16-crim-091 (S.D. N.Y. Feb. 9, 2016) (Dot. 1 at ¶¶ 1–3).

46. For example, the indictment explains:

> In truth and in fact, as SCOTT TUCKER and TIMOTHY MUIR, the defendants, well knew, while TUCKER and MUIR took steps to create the sham appearance of tribal ownership and control of the Tucker Payday Lenders, Tribes 1–3 played no substantive role in the ownership or operation of the Tucker Payday Lenders at any time. To create the sham appearance of ownership, TUCKER assigned nominal ownership of the Tucker Payday Lenders to Tribes 1-3 (that is, Ameriloan, United Cash Loans, US Fast Cash, Advantage Cash Services and Star Cash Processing were assigned to Tribe 1, One Click Cash was assigned to Tribe 2, and 500 Fast Cash was assigned to Tribe 3), and from time to time caused Tribes 1-3 to appear as the businesses' owners on certain corporate and financial documents. However, in truth and in fact, at all relevant times, and as TUCKER and MUIR well knew, Tribes 1-3 had no power to make any decisions on behalf of any of the Tucker Payday Lenders, no control over the income or expenses of any of the Tucker Payday Lenders, and no entitlement to the Tucker Payday Lenders' profits.
>
> Similarly, to create the sham appearance that Tribes 1–3 not only owned, but operated, the Tucker Payday Lenders, SCOTT TUCKER, the defendant, caused members of two of the tribes (Tribe 1 and Tribe 2) to have a tribal member press a key on a computer on a daily basis on tribal lands to purportedly "approve" the extension of credit on hundreds or thousands of loans that the Tucker Payday Lenders, through their approximately 600 employees in Kansas, had in fact already approved and agreed to provide to customers. TUCKER did not require a third tribe that purportedly owned and operated one of the Tucker Payday Lenders (Tribe 3) to engage in this sham participation in the operations of his business at all.

Id. at ¶¶ 23-24.

47. Just like the Tucker defendants, Defendants' business relationship with the Tribe was nothing more than an attempt to mislead consumers and regulators by an illusion that Defendants were protected by tribal immunity.

48. After these rent-a-tribe schemes were uncovered through private lawsuits and governmental enforcement actions against Defendants' competitors, Martorello "sold" Bellicose Capital to the Tribe in an effort to further insulate the scheme from liability. Faux, *supra* note 1.

49. As part of this arrangement, the Tribe paid Martorello $1.3 million dollars, plus he is entitled to receive as much as $300 million in future payments. Faux, *supra* note 1. In other words, the Tribe continues to accept a nominal fee in return for the use of its name.

50. And while it is now organized under the laws of the Tribe, Ascension Technologies continues to be operated in the same manner and by the same individuals who ran Bellicose Capital—none of whom are affiliated with the Tribe.

51. For example, approximately 20 individuals identify Ascension Technologies as their employers on LinkedIn. However, none of these people are located on the reservation.

52. Instead, many of them list Atlanta, Mississippi, or Puerto Rico as the place where they are located.

53. Upon information and belief, none of these people are members of the Tribe and nearly all of the activities of Ascension Technologies are performed by these non-tribal members who are not located on the reservation.

C. Defendants Made Loans to Virginia Consumers Charging Interest in Excess of 12% APR.

54. Defendants marketed, initiated, and collected usurious loans in Virginia. Martorello and Gravel chose Virginia as a place where loans and collection efforts would ensue, and they participated in and knew of the actions of Red Rock, Big Picture, and Bellicose in Virginia.

55. Martorello and Gravel knew the subject loans were illegal under Virginia law, but they pursued the scheme anyway through Red Rock, Big Picture, and Bellicose in Virginia.

56. In order to qualify for Defendants' loan product, consumers were required to electronically sign a form contract created by Defendants—not created by the Tribe.

57. Under the terms of the standard Loan Agreements, the interest rates charged were significantly greater than 12% APR.

58. For example, Defendants charged Williams with an APR of 649.8%—more than 50 times the 12% interest cap in Virginia for companies that are not licensed by the Commission. Va. Code § 6.2-303(A).

59. Similarly, Defendants charged Turnage with an APR of 693.2%; Hengle with an APR of 607.5%; Coffy with an APR of 607.5%; and Gillison, Jr. with an APR of 627.2%.

60. None of the Defendants had a consumer finance license permitting them to make loans charging interest in excess of 12% APR when they made the loans to Plaintiffs nor did they ever attempted to obtain such a license. *See* Va. Code § 6.2-1501. The Tribe also did not have a consumer finance license in Virginia.

61. Accordingly, Defendants' loans are null and void, and it was unlawful for Defendants or any of their affiliated entities to collect or receive any principal, interest, or charges on the loans, including the amounts paid by Plaintiffs. Va. Code § 6.2-1541(A).

62. Defendants received at least $1,330 from Williams as a result of Defendants' illegal loan to her—most of which Defendants credited as payment for interest or other fees.

63. Defendants received at least $319.80 from Turnage as a result of Defendants' illegal loans to her—most of which Defendants credited as payment for interest or other fees.

64. Defendants received at least $2,500 from Hengle as a result of Defendants' illegal loans to him—most of which Defendants credited as payment for interest or other fees.

65. Defendants received at least $1,150 from Coffy as a result of Defendants' illegal loans to him—most of which Defendants credited as payment for interest or other fees.

66. Defendants' conduct also violated § 1962(c) of RICO, which prohibits the "collection of unlawful debt." 18 U.S.C. § 1962(c); *see also* 18 U.S.C. § 1961(6) (defining "unlawful debt" as a debt that was incurred in connection with "the business of lending money or a thing of value at a rate usurious under State or Federal law, where the usurious rate is at least twice the enforceable rate").

67. As a result of Defendants' conduct, including participation in the Enterprise, Defendants are liable to Plaintiffs and the class for twice the total amount of interest paid on the usurious loans pursuant to Va. Code § 6.2-305(A), and Defendants are also jointly and severally liable to Plaintiffs and the putative class members for their actual damages, treble damages, costs, and attorneys' fees pursuant to 18 U.S.C. § 1964(c).

D. Defendants' Loan Agreements Are Void and Unenforceable Under Virginia Law.

68. Because the loans were made without a consumer finance license and used an annual APR in excess of 12%, the agreements were void *ab initio* under Virginia law. Va. Code. § 6.2-1541(A) ("A loan contract shall be void if any act has been done in the making or collection thereof that violates § 6.2-1501.").

69. Defendants' loan agreements not only violate Virginia's public policy against usurious loans as codified in Va. Code. § 6.2-1541(A), but they also contain unconscionable and unenforceable choice of law and forum selection provisions that seek to disclaim all laws and deprive consumers of their day in court.

70. For example, Williams' Loan Agreement provides:

> **GOVERNING LAW AND FORUM SELECTION**: This Agreement will be governed by the laws of the Lac Vieux Desert Band of Lake Superior Chippewa Indians ("Tribal law"), including but not limited to the Code as well as applicable federal law. All disputes shall be solely and exclusively resolved pursuant to the Tribal Dispute Resolution Procedure set forth in Section 9 of the Code and summarized below for your convenience.
>
> . . .
>
> **TRIBAL DISPUTE RESOLUTION PROCEDURE**: The Tribe has established a Tribal Dispute Resolution Procedure (the "Procedure") to review and consider any and all types of complaints made by you or on your behalf relating to or arising from this Agreement. . . . The Tribe and Enterprise intend and require, to the extent permitted by Tribal law, that any complaint lodged, filed, or otherwise submitted by you or on your behalf to follow the Procedure. Under the Procedure, a consumer who, in the course of his otherwise lawful and proper use of Enterprise's business believes himself to be harmed by some aspect of the operation of any part of Enterprise's business, ***shall direct his concerns or dispute to Enterprise in writing***. A person's complaint to the Enterprise shall be considered similar in nature to a petition for redress submitted to a sovereign government, without waiver of sovereign immunity and exclusive jurisdiction, ***and does not create any binding procedural or substantive rights for a petitioner***. The Enterprise will investigate the complaint and respond as soon as reasonably practicable, but no later than thirty (30) days from the receipt of the complaint. In the event that the consumer is dissatisfied with Enterprise's determination, he may initiate Formal Dispute Resolution by requesting an administrative review of Enterprise's determination by submitting such request in writing to the Tribal Financial Services Regulatory Authority ("Authority"), P.O. Box 249, Watersmeet, MI 49969, no later than ninety (90) days after receiving Enterprise's determination.

(Feb. 15, 2016 Loan Agreement, attached as Ex. 1 at 5).

71. Turnage, Hengle, Coffy, and Gillison, Jr.'s loan agreements contained virtually identical governing law and forum selection clauses.

72. Upon information and belief, the governing law and forum selection clauses were template language included in all loan agreements involving Red Rock and Big Picture.

73. Defendants' governing law clause is unenforceable because it violates public policy concerns in Virginia and was procured through fraud and misrepresentations, including that Red Rock and Big Picture Loans were "wholly owned" and "operated by" the Tribe.

74. These statements were false, misleading, and designed to create the appearance that consumers were doing business with a neutral, government-like entity.

75. In reality, the loans were owned and operated by Bellicose Capital, who funded the loans, controlled the underwriting, and handled the day-to-day operations of the businesses, including the interactions with consumers and collections.

76. Likewise, the forum selection clause is also unenforceable because it seeks to deprive consumers of a remedy and their day in court. Rather than selecting an alternative dispute resolution procedure, Defendants use the forum selection clause as a means of depriving consumers of a remedy and a day in court.

77. For example, the Tribal Dispute Resolution Procedure claims that consumers do not have "any binding procedural or substantive rights" against Big Picture.

78. Additionally, the Tribal Dispute Resolution Procedure purportedly allows consumers to lodge a "Formal Dispute Resolution" with the "Tribal Financial Services Regulatory Authority."

79. However, the Formal Dispute Resolution is a sham because the Tribal Financial Services Regulatory Authority does not have subject matter jurisdiction to consider: (1) any claims brought under state or federal law or (2) claims regarding the legality of the debt. Tribal Financial

Services Authority Comm. Regs., Reg. 1.1 § 4, *available at* http://www.lvdtribal.com/pdf/TFSRA-Regulations.pdf.

80. In particular, the Regulations indicate that the Tribal Financial Services Regulatory Authority will not "grant the consumer an opportunity be heard" if the only allegation is that the loan "is illegal in a jurisdiction outside the jurisdiction of the Tribe." Tribal Financial Services Authority Comm. Regs., Reg. 1.1 § 4(b).

81. Additionally, the Regulations provide that the Tribal Financial Services Regulatory Authority may "resolve the dispute in favor of the consumer upon a finding that the [tribal entity] ***violated a law or regulation of the Tribe***." Tribal Financial Services Authority Comm. Regs., Reg. 1.1 § 4(c) (emphasis added).

82. In essence, Defendants used the forum selection and choice of law clauses to convert it into "a choice of no law clause." *Hayes v. Delbert Servs. Corp.*, 811 F.3d 666, 675 (4th Cir. 2016).

83. Accordingly, Plaintiffs request the Court to enter a declaratory judgment that the governing law and forum selection provisions are unenforceable as to Virginia consumers.

COUNT ONE:
DECLARATORY JUDGMENT
(CLASS CLAIM AGAINST ALL DEFENDANTS)

84. Plaintiffs restate each of the allegations in the preceding paragraphs as if set forth at length herein.

85. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs bring this action for themselves and on behalf of a class initially defined as follows:

> **Declaratory Judgment Class**: All persons who: (1) received a loan with either Red Rock or Big Picture Loans (2) when they resided or were located in Virginia and (3) where the loan contained an interest rate greater than 12%.

> **Declaratory Judgment Sublass**: All persons who: (1) received a loan with either Red Rock or Big Picture Loans (2) when they resided or were located in Virginia (3) and the agreement concerning the loan included a choice-of- law or forum selection clause similar or identical to one in Paragraph 70.

Plaintiffs are members of the Declaratory Judgment Class and Subclass.

86. **Numerosity. Fed. R. Civ. P 23(a)(1).** Upon information and belief, Plaintiffs allege that the class members are so numerous that joinder of all is impractical. The names and addresses of the class members are identifiable through the internal business records maintained by Defendants, and the class members may be notified of the pendency of this action by published and/or mailed notice.

87. **Predominance of Common Questions of Law and Fact. Fed. R. Civ. P. 23(a)(2).** Common questions of law and fact exist as to all members of the putative class, and there are no factual or legal issues that differ between the putative class members. These questions predominate over the questions affecting only individual class members. The principal issues include: (1) whether the loan agreements are void under Va. Code. § 6.2-1541(A); (2) whether the loan agreements are void as a matter of public policy; and (3) whether the choice-of-law and forum selection provisions are enforceable.

88. **Typicality. Fed. R. Civ. P. 23(a)(3).** Plaintiffs' claims are typical of the claims of each putative class member. In addition, Plaintiffs are entitled to relief under the same causes of action as the other members of the putative class. All are based on the same facts and legal theories.

89. **Adequacy of Representation. Fed. R. Civ. P. 23(a)(4).** Plaintiffs are adequate representatives of the putative class, because their interests coincide with, and are not antagonistic to, the interests of the members of the class they seek to represent; they have retained counsel competent and experienced in such litigation; and they have and intend to continue to prosecute the action vigorously. Plaintiffs and their counsel will fairly and adequately protect the interests of

the members of the class. Neither Plaintiffs nor their counsel have any interests that might cause them not to vigorously pursue this action.

90. **Superiority. Fed. R. Civ. P. 23(b)(3).** Questions of law and fact common to the class members predominate over questions affecting only individual members, and a class action is superior to other available methods for fair and efficient adjudication of the controversy. Litigating the validity and enforceability of each loan agreement would prove burdensome and expensive. It would be virtually impossible for members of the class individually to effectively redress the wrongs done to them. Even if the members of the class themselves could afford such individual litigation, it would be an unnecessary burden on the Courts. Furthermore, individualized litigation presents a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and to the court system presented by the legal and factual issues raised by Defendants' conduct. By contrast, the class action device will result in substantial benefits to the litigants and the Court by allowing the Court to resolve numerous individual claims based upon a single set of proof in a case.

91. As explained above, Defendants' loan agreements not only violate Virginia's usury statutes and public policy, but they also contain unconscionable choice of law and forum-selection provisions that are void and unenforceable for public policy concerns.

92. The dispute and controversy is a justiciable matter that is not speculative, and a resolution by this court will determine the rights and interests of the parties to the Loan Agreements as well as the validity, if any, of the choice of law and forum-selection provisions.

93. Pursuant to 28 U.S.C. § 2201, there is an actual justiciable controversy, and a declaratory judgment is the appropriate mechanism for resolving the validity and enforceability of the loan agreements.

94. Accordingly, Plaintiffs seek a declaratory judgment that the choice of law and forum-selection provisions are void and unenforceable under Va. Code. § 6.2-1541(A) and as a matter of Virginia's well-established public policy.

COUNT TWO:
VIOLATIONS OF RICO, 18 U.S.C. § 1962(c)
(CLASS CLAIM AGAINST ALL DEFENDANTS)

95. Plaintiffs restate each of the allegations in the preceding paragraphs as if set forth at length herein.[8]

96. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs bring this action for themselves and on behalf of a class—the "Virginia RICO Class"—initially defined as:

> All Virginia residents who executed a loan with Red Rock or Big Picture where the loan was originated and/or any payment was made on or after June 22, 2013.
>
> Plaintiffs are members of the Virginia RICO Class.

97. **Numerosity. Fed. R. Civ. P 23(a)(1).** Upon information and belief and as reflected by the profits generated by Defendants, Plaintiffs allege that the class members are so numerous that joinder of all is impractical. The names and addresses of the class members are identifiable through the internal business records maintained by Defendants, and the class members may be notified of the pendency of this action by published and/or mailed notice.

98. **Predominance of Common Questions of Law and Fact. Fed. R. Civ. P. 23(a)(2).** Common questions of law and fact exist as to all members of the putative class, and there are no factual or legal issues that differ between the putative class members. These common questions predominate over the questions affecting only individual class members. The common questions include: (1) whether the Enterprise constitutes an "enterprise" under RICO; (2) whether

[8] For Counts II and III, Plaintiffs do not seek any monetary relief from Defendants Williams, Jr., Martin, Gertrude McGeshick, and Susan McGeshick. Plaintiffs seek injunctive relief only as to Defendants Williams, Jr., Martin, Gertrude McGeshick, and Susan McGeshick.

Defendants participated in the Enterprise; (3) whether the loans violated Va. Code § 6.2-1501 because the interest rates were too high; and (4) what is the proper recovery for Plaintiffs and the class members against each of the Defendants.

99. **Typicality. Fed. R. Civ. P. 23(a)(3).** Plaintiffs' claims are typical of the claims of each putative class member. Plaintiffs are entitled to relief under the same causes of action as the other members of the putative class. Additionally, Plaintiffs' claims are based on the same facts and legal theories as each of the class members.

100. **Adequacy of Representation. Fed. R. Civ. P. 23(a)(4).** Plaintiffs are adequate representatives of the putative class because their interests coincide with, and are not antagonistic to, the interests of the members of the class that they seek to represent. Plaintiffs have retained counsel competent and experienced in such litigation, and they intend to continue to prosecute the action vigorously. Plaintiffs and their counsel will fairly and adequately protect the interests of the members of the class. Neither Plaintiffs nor their counsel have any interests that might cause them to not vigorously pursue this action.

101. **Superiority. Fed. R. Civ. P. 23(b)(3).** Questions of law and fact common to the class members predominate over questions affecting only individual members, and a class action is superior to other available methods for fair and efficient adjudication of the controversy. The damages sought by each member are such that individual prosecution would prove burdensome and expensive. It would be virtually impossible for members of the class individually to effectively redress the wrongs done to them. Even if the members of the class themselves could afford such individual litigation, it would be an unnecessary burden on the Courts. Furthermore, individualized litigation presents a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and to the court system presented by the legal and factual issues raised

by Defendants' conduct. By contrast, the class action device will result in substantial benefits to the litigants and the Court by allowing the Court to resolve numerous individual claims based upon a single set of proof in a case.

102. **Injunctive Relief Appropriate for the Class. Fed. R. Civ. P. 23(b)(2).** Class certification is appropriate because Defendants acted on grounds generally applicable to the class, making appropriate injunctive relief with respect to Plaintiffs and the class members. Plaintiff and the putative class seek an injunction ordering Defendants to divest themselves of any interest in the Enterprise, including the receipt of racketeering profits; prohibiting Defendants from continuing to engage in the Enterprise; and ordering the dissolution of any entity associated with the Enterprise.

103. As alleged above, Defendants violated § 1962(c) of RICO through the "collection of unlawful debt." 18 U.S.C. § 1962(c).

104. RICO defines "unlawful debt" as a debt which was incurred in connection with "the business of lending money or a thing of value at a rate usurious under State or Federal law, where the usurious rate is at least twice the enforceable rate." 18 U.S.C. § 1961(6).

105. All of the loans made to Virginia residents and collected by Defendants included an interest rate far in excess of twice the enforceable rate in Virginia.

106. Martorello and Gravel, during the pertinent times, were directly and materially involved in this intentional misconduct and knew the subject loans were illegal under Virginia law, but they pursued the scheme anyway through Bellicose Capital.

107. This conduct began sometime as early as 2011, continues to date, and will be repeated again and again in the future to the detriment of Virginia consumers.

108. Plaintiffs and the class members were injured as a result of Defendants' violations of 18 U.S.C. § 1962(c).

109. Accordingly, Defendants Big Picture Loans, Matt Martorello, Ascension Technologies, and Daniel Gravel are jointly and severally liable to Plaintiffs and the putative class members for their actual damages, treble damages, costs, and attorney's fees pursuant to 18 U.S.C. § 1964(c).

COUNT THREE:
VIOLATIONS OF RICO, 18 U.S.C. § 1962(d)
(CLASS CLAIM AGAINST ALL DEFENDANTS)

110. Plaintiffs restate each of the allegations in the preceding paragraphs as if set forth at length herein.

111. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs bring this action for themselves and on behalf of a class, initially defined as:

> All Virginia residents who executed a loan with Red Rock or Big Picture where the loan was originated and/or any payment was made on or after June 22, 2013.

112. **Numerosity. Fed. R. Civ. P 23(a)(1).** Upon information and belief, Plaintiffs allege that the class members are so numerous that joinder of all is impractical. The names and addresses of the class members are identifiable through the internal business records maintained by Defendants, and the class members may be notified of the pendency of this action by published and/or mailed notice.

113. **Predominance of Common Questions of Law and Fact. Fed. R. Civ. P. 23(a)(2).** Common questions of law and fact exist as to all members of the putative class, and there are no factual or legal issues that differ between the putative class members. These questions predominate over the questions affecting only individual class members.

114. **Typicality. Fed. R. Civ. P. 23(a)(3).** Plaintiffs' claims are typical of the claims of each putative class member. In addition, Plaintiffs are entitled to relief under the same causes of action as the other members of the putative class. All are based on the same facts and legal theories.

115. **Adequacy of Representation. Fed. R. Civ. P. 23(a)(4).** Plaintiffs are adequate representatives of the putative class because their interests coincide with, and are not antagonistic to, the interests of the members of the class they seek to represent; they have retained counsel competent and experienced in such litigation; and they have and intend to continue to prosecute the action vigorously. Plaintiffs and their counsel will fairly and adequately protect the interests of the members of the class. Neither Plaintiffs nor their counsel have any interests which might cause them to not vigorously pursue this action.

116. **Injunctive Relief Appropriate for the Class. Fed. R. Civ. P. 23(b)(2).** Class certification is appropriate because Defendants acted on grounds generally applicable to the class, making appropriate equitable injunctive relief with respect to Plaintiffs and the class members. Plaintiffs and the putative class seek an injunction ordering Defendants to divest themselves of the Enterprise, including the receipt of racketeering profits; prohibiting Defendants from continuing to engage in the Enterprise; and ordering the dissolution of each entity that has engaged in the Enterprise.

117. As alleged above, Defendants violated § 1962(d) of RICO by entering into a series of agreements to violate § 1962(c) and Virginia's usury laws, including the agreement between Defendants and Tribe that established the terms and operations of the rent-a-tribe business.

118. Accordingly, Defendants Big Picture Loans, Matt Martorello, Ascension Technologies, and Daniel Gravel are jointly and severally liable to Plaintiffs and the putative class

members for their actual damages, treble damages, costs, and attorney's fees pursuant to 18 U.S.C. § 1964(c).

COUNT FOUR:
VIOLATIONS OF VIRGINIA USURY LAWS
(CLASS CLAIM AGAINST BIG PICTURE LOANS, MATT MARTORELLO, ASCENSION TECHNOLOGIES, DANIEL GRAVEL)

119. Plaintiffs restate each of the allegations in the preceding paragraphs as if set forth at length herein.[9]

120. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs bring this action for themselves and on behalf of a class—the "Virginia Usury Class and Subclass"—initially defined as follows:

> **Virginia Usury Class**: All Virginia residents who executed a loan with Red Rock or Big Picture where any amount of principal, interest, fees, or other charges were repaid.
>
> **Virginia Usury Subclass**: All Virginia residents who executed a loan with Red Rock or Big Picture where any interest was paid on or after June 23, 2015.

121. **Numerosity. Fed. R. Civ. P 23(a)(1).** Upon information and belief, Plaintiffs allege that the class members are so numerous that joinder of all is impractical. The names and addresses of the class members are identifiable through the internal business records maintained by Defendants, and the class members may be notified of the pendency of this action by published and/or mailed notice.

122. Based on the estimated size of the class and the volume of loans offered by Defendants, Plaintiffs believe that the amount in controversy easily exceeds $5 million when considering the amounts repaid by Virginia borrowers, as well as the amount of outstanding debt

[9] For Counts IV and V, Plaintiffs do not seek any relief from Defendants Williams, Jr., Martin, Gertrude McGeshick, and Susan McGeshick. Plaintiffs use of the term "Defendants" in Count IV and V only refers to the defendants identified under the headings, *i.e.*, Big Picture Loans, Matt Martorello, Ascension Technologies, and Daniel Gravel.

that will be cancelled as part of the relief sought in this lawsuit. Settlements involving similar tribal lending enterprises have far exceeded $5 million, including a settlement recently approved by this Court. *See, e.g., Hayes v. Delbert Servs. Corp.*, Preliminary Approval Order, 3:14-cv-00258-JAG, Doc 193 (Jan. 30, 2017) (granting preliminary approval of a class action settlement that included $9.43 million in compensation and forgiving $5.9 million in outstanding debt) https://secure.dahladmin.com/VACASH/content/docu-ments/PreliminaryApprovalOrder.pdf; Press Release, Office of Att'y Gen., Ga., Attorney General Chris Carr Announces $40 Million Plus Settlement with Online Payday Lender (Feb. 8, 2017), https://law.georgia.gov/press-releases/2017-02-08/attorney-general-chris-carr-announces-40million-plus-settlement-online ($23.5 million in compensation, $17 million in loan forgiveness, $1 million civil penalty, and $500,00 attorney's fees and costs).[10]

123. **Predominance of Common Questions of Law and Fact. Fed. R. Civ. P. 23(a)(2).** Common questions of law and fact exist as to all members of the putative class, and there are no factual or legal issues that differ between the putative class members. These questions predominate over the questions affecting only individual class members. The principal issues include: (1) whether the loans made by Defendants of the Virginia Usury Class claims violated Virginia Code Section § 6.2-1501 because their interest levels were too high and (2) what is the proper recovery for Plaintiffs and the class members against each of the Defendants.

[10] *See also* News Release, Attorney Gen. Pam Bondi, Fl., Attorney General Bondi and OFR Reach Multimillion Dollar Settlements with Online Lender (Jan. 12, 2017), http://myfloridalegal.com/__8525622-20065EE67.nsf/0/2F836464563D0EB5852580A600709370?Open&Highlight=0,western,sky ($11 million in compensation, $15 million in loan forgiveness, $500,000 civil penalty, $500,000 administrative fine, and $250,000 for costs); *Internet Lender CashCall, Inc. Barred from Doing Business in Minnesota*, Minn. Att'y Gen. Lori Swanson, https://www.ag.state.mn.us/Office/PressRelease/20160819InternetLender.asp (last visited May 24, 2017) ($11.7 million in monetary relief including a $4.5 million restitution fund).

124. **Typicality. Fed. R. Civ. P. 23(a)(3).** Plaintiffs' claims are typical of the claims of each putative class member. In addition, Plaintiffs are entitled to relief under the same causes of action as the other members of the putative class. All claims are based on the same facts and legal theories.

125. **Adequacy of Representation. Fed. R. Civ. P. 23(a)(4).** Plaintiffs are adequate representatives of the putative class because their interests coincide with, and are not antagonistic to, the interests of the members of the class they seek to represent. Plaintiffs have retained counsel competent and experienced in such litigation, and they intend to continue to prosecute the action vigorously. Plaintiffs and their counsel will fairly and adequately protect the interests of the members of the class. Neither Plaintiffs nor their counsel have any interests that might cause them to not vigorously pursue this action.

126. **Superiority. Fed. R. Civ. P. 23(b)(3).** Questions of law and fact common to the class members predominate over questions affecting only individual members, and a class action is superior to other available methods for fair and efficient adjudication of the controversy. The damages sought by each member are such that individual prosecution would prove burdensome and expensive. It would be virtually impossible for members of the class individually to effectively redress the wrongs done to them. Even if the members of the class themselves could afford such individual litigation, it would be an unnecessary burden on the Courts. Furthermore, individualized litigation presents a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and to the court system because of the legal and factual issues raised by Defendants' conduct. By contrast, the class action device will result in substantial benefits to the litigants and the Court by allowing the Court to resolve numerous individual claims based upon a single set of proof in a case.

127. All of the loans made by Defendants to Virginia consumers used an interest rate greater than 12% and none of the exceptions to Va. Code § 6.2-303 apply.

128. Accordingly, Plaintiffs and the class Members are entitled to recover from Defendants an amount equal to the total amount of interest paid in excess of 12% plus twice the amount of such usurious interest that was paid in the two years preceding the filing of this action, attorney's fees, and costs. Va. Code § 6.2-305(A).

COUNT FIVE:
UNJUST ENRICHMENT
(CLASS CLAIM AGAINST BIG PICTURE LOANS, RED ROCK, MATT MARTORELLO, ASCENSION TECHNOLOGIES, DANIEL GRAVEL)

129. Plaintiffs restate each of the allegations in the preceding paragraphs as if set forth at length herein.

130. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs bring this action for themselves and on behalf of a class—the "Virginia Unjust Enrichment Class"—initially defined as follows:

> **Virginia Unjust Enrichment Class**: All Virginia residents who executed a loan with Red Rock or Big Picture where any amount of principal, interest, fees, or other charges were repaid.

131. **Numerosity. Fed. R. Civ. P 23(a)(1).** Upon information and belief, Plaintiffs allege that the class members are so numerous that joinder of all is impractical. The names and addresses of the class members are identifiable through the internal business records maintained by Defendants, and the class members may be notified of the pendency of this action by published and/or mailed notice.

132. Based on the estimated size of the class and the volume of loans offered by Defendants, Plaintiffs believe that the amount in controversy easily exceeds $5 million when considering the amounts repaid by Virginia borrowers, as well as the amount of outstanding debt

that will be cancelled as part of the relief sought in this lawsuit. Settlements involving similar tribal lending enterprises have far exceeded $5 million, including a settlement recently approved by this Court. *See, e.g., Hayes v. Delbert Servs. Corp.*, Preliminary Approval Order, 3:14-cv-00258-JAG, Doc 193 (Jan. 30, 2017) (granting preliminary approval of a class action settlement that included $9.43 million in compensation and forgiving $5.9 million in outstanding debt) https://secure.dahladmin.com/VACASH/content/docu-ments/PreliminaryApprovalOrder.pdf; Press Release, Office of Att'y Gen., Ga., Attorney General Chris Carr Announces $40 Million Plus Settlement with Online Payday Lender (Feb. 8, 2017), https://law.georgia.gov/press-releases/2017-02-08/attorney-general-chris-carr-announces-40million-plus-settlement-online ($23.5 million in compensation, $17 million in loan forgiveness, $1 million civil penalty, and $500,00 attorney's fees and costs).

133. **Predominance of Common Questions of Law and Fact. Fed. R. Civ. P. 23(a)(2).** Common questions of law and fact exist as to all members of the putative class, and there are no factual or legal issues that differ between the putative class members. These questions predominate over the questions affecting only individual class members. The principal issues include: (1) whether Plaintiffs and the class members conferred a benefit on Defendants of the Virginia Unjust Enrichment Class claims; (2) whether Defendant knew or should have known of the benefit; (3) whether Defendants retained an unjust benefit because the loan was void; and (4) what is the proper recovery for Plaintiffs and the class members against each of Defendants.

134. **Typicality. Fed. R. Civ. P. 23(a)(3).** Plaintiffs' claims are typical of the claims of each putative class member. In addition, Plaintiffs are entitled to relief under the same causes of action as the other members of the putative class. All claims are based on the same facts and legal theories.

135. **Adequacy of Representation. Fed. R. Civ. P. 23(a)(4).** Plaintiffs are adequate representatives of the putative class because their interests coincide with, and are not antagonistic to, the interests of the members of the class they seek to represent. Plaintiffs have retained counsel competent and experienced in such litigation, and they intend to continue to prosecute the action vigorously. Plaintiffs and their counsel will fairly and adequately protect the interests of the members of the class. Neither Plaintiffs nor their counsel have any interests that might cause them to not vigorously pursue this action.

136. **Superiority. Fed. R. Civ. P. 23(b)(3).** Questions of law and fact common to the class members predominate over questions affecting only individual members, and a class action is superior to other available methods for fair and efficient adjudication of the controversy. The damages sought by each member are such that individual prosecution would prove burdensome and expensive. It would be virtually impossible for members of the class individually to effectively redress the wrongs done to them. Even if the members of the class themselves could afford such individual litigation, it would be an unnecessary burden on the Courts. Furthermore, individualized litigation presents a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and to the court system because of the legal and factual issues raised by Defendants' conduct. By contrast, the class action device will result in substantial benefits to the litigants and the Court by allowing the Court to resolve numerous individual claims based upon a single set of proof in a case.

137. All of the loans made by Defendants to Virginia consumers were void and unenforceable.

138. Plaintiffs conferred a benefit on Defendants when they repaid the void loans; Defendants knew or should have known of the benefit; and Defendants have been unjustly enriched through their receipt of any amounts in connection with the unlawful loans.

139. Accordingly, Plaintiffs seek to recover from Defendants, jointly and severally, all amounts repaid on any loans with Big Picture or Red Rock.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request the Court enter judgment for themselves and the class they seek to represent against Defendants, including for:

A. Certification of this matter to proceed as a class action;

B. Declaratory, injunctive, and compensatory relief as pled herein;

C. Attorney's fees, litigation expenses, and costs of suit; and

D. Any further relief the Court deems proper.

TRIAL BY JURY IS DEMANDED

Respectfully submitted,
LULA WILLIAMS, GLORIA TURNAGE, GEORGE HENGLE, DOWIN COFFY, and FELIX GILLISON, JR., ***on behalf of themselves and all individuals similarly situated,***

By: */s/ Kristi C. Kelly*
Kristi C. Kelly, Esq., VSB #72791
Andrew J. Guzzo, Esq., VSB #82170
KELLY & CRANDALL, PLC
3925 Chain Bridge Road, Suite 202
Fairfax, VA 22030
(703) 424-7572
(703) 591-0167 Facsimile
Email: kkelly@kellyandcrandall.com
Email: aguzzo@kellyandcrandall.com

James W. Speer, VSB#23046
VIRGINIA POVERTY LAW CENTER
919 E. Main Street, Suite 610
Richmond, VA 23219

(804) 782-9430
(804) 649-0974
Email: jay@vplc.org

Counsel for Plaintiffs

CONSENT TO ELECTRONIC COMMUNICATIONS:

You must consent to transact business with **Big Picture Loans, LLC**, a duly licensed Financial Services Licensee of the Lac Vieux Desert Tribal Financial Services Regulatory Authority, an independent regulatory body of the Lac Vieux Desert Band of Lake Superior Chippewa Indians, through electronic communications in order for us to process your loan request. The following terms and conditions govern electronic communications in connection with your loan request, Loan Agreement (if approved) and any communications regarding your account with us (the "Consent").

By electronically signing this Consent, you are confirming that you have agreed to the terms and conditions of the Consent and that you have downloaded or printed a copy of this Consent for your records.

You agree that:

• Any disclosure, notice, record or other type of information that is provided to you in connection with your transaction with us, including but not limited to, the Loan Agreement, this Consent, the Truth in Lending disclosures set forth in the Loan Agreement, Privacy Policy, change-in-terms notices, fee and transaction information, statements, delayed disbursement letters, notices of adverse action, and transaction information (collectively, "Communications"), may be sent to you electronically by posting the information at our website, www.BigPictureLoans.com, or by sending it to you by email from us or any vendor/servicer contracted through us at any time.

• We will not be obligated to provide any Communication to you in paper form unless you specifically request us to do so.

• You may obtain a copy of any Communication by contacting us at legal@BigPictureLoans.com or by calling us at 1-800-584-4880. You can withdraw your consent to ongoing electronic communications in the same manner, and ask that Communications be sent to you in paper form. We will provide you with paper copies at no charge.

• You agree to provide us with your current email address for notices, which unless notified otherwise we assume is the email address indicated above. If your email address, telephone number(s), or residence address changes, you must send us a notice of the new email address, telephone number(s), or residence address by sending us an email, using secure messaging, at least five (5) days before the change.

• In order to receive electronic communications in connection with this transaction, you will need a working connection to the Internet. Your browser must support the Secure Sockets Layer (SSL) protocol and (at least) 128 bit encryption. SSL provides a secure channel to send and receive data over the Internet through HS encryption capabilities. Netscape 4.7+ and above and Microsoft Internet Explorer 10 or above, Mozilla Firefox 28 or higher, or equivalent software support this feature. You will also need a printer connected to your computer to print disclosures and notices. We do not provide Internet Service Provider (ISP) services. You must have your own ISP.

• We may amend (add to, delete or change) the terms of this Consent by providing you with advance notice.

• You agree that you are able to view and electronically store the information presented at this website. You also agree to print and retain a copy of this Consent for your records.

You are free to withdraw your Consent at any time and at no charge. If at any time you wish to withdraw your Consent, you must send us your written request by mail to **Big Picture Loans, LLC, P.O. Box 704, Watersmeet, MI 49969** with the details of such request. If you decide to withdraw your Consent, the legal effectiveness, validity, and enforceability of prior electronic Disclosures will not be affected.

CONSUMER INSTALLMENT LOAN AGREEMENT
SCROLL DOWN AND READ THROUGH

Application Date: August 3, 2016 **Effective Date: August 10, 2016 (You may get funds prior to this date)**	**Loan No.: 971812** **Final Maturity Date: May 3, 2018**
Big Picture Loans, LLC **P.O. Box 704** **Watersmeet, MI 49969** **Phone: 1-800-584-4880** **Email address: Support@BigPictureLoans.com**	**Borrower Name: Lula Williams** **Borrower Address:** [redacted] **Address:** [redacted] **Phone:** [redacted] **Mobile Phone:** [redacted]

IMPORTANT NOTICE: This Loan Agreement (hereinafter, the "Agreement") is governed by the laws of the Lac Vieux Desert Band of Lake Superior Chippewa Indians. There will be no binding contract formed between You and Us until this Agreement is electronically signed by You and then is received and verified by Us on the Lac Vieux Desert Reservation. Our loans should be used for short-term financial needs only, not as a long-term financial solution. Individuals with credit difficulties should seek credit counseling.

In this Agreement the words "You", "Your" and "I" mean the borrower who has electronically signed it. The words "We", "Us," "Our," "Lender" mean Big Picture Loans, LLC. Big Picture Loans, LLC is a duly licensed Financial Services Licensee of the Lac Vieux Desert Tribal Financial Services Regulatory Authority, an independent regulatory body of the Lac Vieux Desert Band of Lake Superior Chippewa Indians. Lender is an economic development arm and instrumentality of, and limited liability company wholly owned and operated by, the Lac Vieux Desert Band of Lake Superior Chippewa Indians ("Tribe"), created for the benefit of the Tribe and operating pursuant to Tribal Law. Lender is licensed and regulated by the Tribal Financial Services Regulatory Authority and operates in accordance with the Tribal Consumer Financial Services Regulatory Code ("Code"). A complete copy of the Code can be found at 2015 11 03 Tribal Consumer Financial Services Regulatory Code.

In order to complete Your transaction with Us, You must electronically sign this Agreement by clicking the Submit button below. Once You sign and submit this Agreement, We will confirm Your information and either approve or deny Your loan request from Our office located on tribal land in Watersmeet, Michigan. If approved, We will use commercially reasonable efforts to initiate a credit entry of the loan proceeds into the Bank Account listed below on or before the Effective Date above. We rely on the representations made by You in determining the Effective Date. Despite Our best efforts, unavoidable delays as a result of bank holidays, the processing schedule of Your individual bank, the untimely receipt of borrower verification details (if required), inadvertent processing errors, "acts of God", and/or "acts of terror" may extend the time for the deposit. If We are unable to verify Your information by the Effective Date Your loan request will not be approved, We will not fund the loan, and You will not incur a finance charge or any fees.

TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of Your credit as a yearly rate.	**FINANCE CHARGE** The dollar amount the credit will cost You.	**Amount Financed** The amount of credit provided to You or on Your behalf.	**Total of Payments** The amount You will have paid after You have made all payments as scheduled.
649.8095% (e)	$5,400.00	$800.00	$6,200.00

Itemization of amount financed: Amount given to You directly: $800.00, Amount paid on loan N/A with Us: N/A

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
1	$400.00	September 2, 2016
1	$400.00	October 3, 2016
1	$400.00	November 3, 2016
1	$400.00	December 2, 2016
1	$400.00	January 3, 2017
1	$450.00	February 3, 2017
1	$425.00	March 3, 2017
1	$400.00	April 3, 2017
1	$375.00	May 3, 2017
1	$350.00	June 2, 2017
1	$325.00	July 3, 2017
1	$300.00	August 3, 2017
1	$275.00	September 1, 2017
1	$250.00	October 3, 2017
1	$225.00	November 3, 2017
1	$200.00	December 1, 2017
1	$175.00	January 3, 2018
1	$150.00	February 2, 2018
1	$125.00	March 2, 2018
1	$100.00	April 3, 2018
1	$75.00	May 3, 2018

Security: You agree that We may take a security interest in:

- ACH Credit
- ACH Debit Authorization (if selected as a payment option)
- Remotely-Created Check Authorization
- Payment Authorization Upon Default or Demand

Demand Feature: This obligation has a demand feature.

Late Charge: If Your scheduled payment is late more than fifteen (15) days after its due date, You may incur a late charge not to exceed $30 for each occurrence.

Prepayment: If You pay off Your loan early, You will reduce the Finance Charges owed under this Agreement. See the terms of this Agreement for any additional information about nonpayment, default, and prepaying in part or in full.

Contract reference: See the terms of this Agreement for any additional information about nonpayment, default, and prepaying in part or in full.

(e) means estimate based on Your actual effective date.

PROMISE TO PAY: You promise to pay Us or any assignee of this Agreement the Total of Payments set forth above in the Truth-in-Lending Disclosures. The Total of Payments includes a principal sum of $800.00 plus a Finance Charge in the amount of $5,400.00. You promise to pay the Total of Payments in the amounts and on the due dates listed in the Payment Schedule above ("Due Date(s)"). If any payment is scheduled due on a weekend or bank holiday, then such payment shall be considered timely paid if paid on the following business day. You also promise to pay any other fees provided for under this Agreement to Us or any assignee. In calculating Your Truth-in-Lending Disclosures, We have assumed You will make each payment as scheduled and that We begin to earn the Finance Charges on the Effective Date. You also promise to pay upon Our demand in accordance with the "Demand Feature" paragraph below.

FINANCE CHARGE: The Finance Charge for each installment period equals 50 % of the outstanding principal balance on the first day of the respective installment period. The total Finance Charge disclosed above is based on all payments being made as scheduled. We earn the total Finance Charge on the Effective Date but You will reduce the total Finance Charges owed under this Agreement as set forth in the "Prepayment" paragraph below. Each scheduled payment or installment period has a Finance Charge for the outstanding principal balance.

PREPAYMENT: If You pay more than the scheduled payment, You will reduce the total Finance Charges owed under this Agreement. If You pay less than a scheduled payment, You will not pay additional Finance Charges but You may incur late fees. Prepayments will reduce Your account balance as of the next scheduled due date and not at the time You request to make a payment. You must provide Us with a separate electronic debit authorization to make a prepayment. If We accelerate Your loan in accordance with the "Default" and/or "Demand Feature" paragraphs below and obtain payment in full, then the Finance Charges You owe under this Agreement will be reduced. **You must contact Us to make a full or partial prepayment.**

a. **Full Prepayment.** You may prepay this loan in full at any time without penalty and doing so will reduce the Finance Charges You owe under this Agreement. If You prepay in full during any installment period, You will be required to pay the full Finance Charge for that installment period but will reduce the Finance Charges owing for the remaining scheduled installment periods.
b. **Partial Prepayment.** To prepay Your loan in part You must contact Us AT LEAST 3 business days before Your next scheduled due date by calling Us at 1-800-584-4880, sending Us an email at Support@BigPictureLoans.com, or by fax to 1-800-588-8706. Partial prepayments must be made in increments of $25.00 if the Agreement reflects a bi-weekly or semi-monthly pay schedule or $50.00 if the Agreement reflects a monthly pay schedule. All partial prepayments are in addition to any scheduled payment then due. When You prepay Your loan in part the prepay amount is applied to Your outstanding principal balance.
c. If You don't contact Us to prepay Your loan in full or in part, the payments are due in the amounts and on the dates specified in the Payment Schedule of Your Agreement. **Your first five (5) scheduled payments are for Finance Charges only.** By signing this Agreement, You agree that after the fifth scheduled payment, Your remaining payments will differ as reflected in Your Payment Schedule reducing Your outstanding principal balance by $25 per payment if You are on a bi-weekly or semi-monthly pay schedule or by $50.00 per payment if You are on a monthly pay schedule.

RIGHT TO RESCIND/CANCEL: YOU MAY CANCEL THIS LOAN, WITHOUT FINANCE CHARGES OR ANY COSTS, NO LATER THAN 5:00 PM CENTRAL STANDARD TIME ON THE SECOND (2ND) BUSINESS DAY IMMEDIATELY FOLLOWING THE EFFECTIVE DATE ("CANCELLATION DEADLINE") BY EMAILING Support@BigPictureLoans.com, BY CALLING 1-800-584-4880 OR BY FAX TO 1-800-668-8706. IN THE EVENT THAT WE RECEIVE YOUR NOTICE OF CANCELLATION **BEFORE** THE LOAN PROCEEDS HAVE BEEN PROCESSED TO BE CREDITED TO YOUR BANK ACCOUNT, BOTH YOUR OBLIGATIONS AND OUR OBLIGATIONS UNDER THIS AGREEMENT WILL BE CANCELED. IN THE EVENT THAT WE RECEIVE YOUR NOTICE OF CANCELLATION ON OR BEFORE THE CANCELLATION DEADLINE BUT **AFTER** THE LOAN PROCEEDS HAVE BEEN PROCESSED TO BE CREDITED TO YOUR BANK ACCOUNT, THEN YOU AUTHORIZE US TO EFFECT A DEBIT ENTRY TO YOUR BANK ACCOUNT FOR THE PRINCIPAL AMOUNT OF YOUR LOAN SUBJECT TO THE FOLLOWING: (1) IF WE RECEIVE THE PAYMENT OF THE PRINCIPAL AMOUNT BY THE DEBIT ENTRY TO YOUR BANK ACCOUNT, THEN BOTH YOUR OBLIGATIONS AND OUR OBLIGATIONS UNDER THIS AGREEMENT WILL BE CANCELED, OR (2) IF WE DO NOT RECEIVE PAYMENT OF THE PRINCIPAL AMOUNT OF YOUR LOAN BY DEBIT ENTRY TO YOUR BANK ACCOUNT, THEN THIS AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT.

PAYMENT METHODS: If You elect to make Your payments by automatic electronic debit (ACH) or remotely-created check, then Your payments will be automatically initiated by Us in accordance with this Agreement. If You elect to mail Your payments by certified check or money order (i) all payments must be mailed to: Big Picture Loans, LLC, P.O. Box 704, Watersmeet, MI 49969 and (ii) payment must reach this address by the scheduled Due Date. Please contact Us at 1-800-584-4880 for other payment methods that may be available. Payments will be applied first to Finance Charges, fees and then principal.

VERIFICATION: You certify that information given in connection with this Agreement is true and correct. You authorize Us to verify all of the information that You gave Us such as any past and/or present employment history, military status, income and bank account details as may be necessary to process Your request for a loan, determine Due Dates, and administer Your account with Us. **You specifically authorize Us or Our servicers and agents to use information You provided Us, including Your social security number and/or bank account number, to verify information related to Your Bank Account or military status through telephone, electronic databases, or other electronically initiated bank records.** You also give Us consent to obtain information about You from consumer reporting agencies or other sources. You represent that You are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States bankruptcy code.

ACH CREDIT AND DEBIT AUTHORIZATION: You hereby agree that We will initiate a *credit* entry to Your Bank Account for an amount consistent with this Agreement on or before the Effective Date. If You revoke this authorization before We credit the loan proceeds, then We will not be able to deposit the loan proceeds into Your Bank Account.

If You elect to make payments by ACH *debit*, then You authorize Us, and Our successors and assigns, to initiate automatic debits for payments from Your Bank Account as identified below (Your "Bank Account") in accordance with this Agreement:

Bank Routing Number [redacted] and Bank Account Number: [redacted]

You also agree that We will initiate debit entries on each scheduled payment date, subject to Your bank's process (which is out of Our control), or thereafter for the scheduled amount, or any lesser amount You owe. You further authorize Us to initiate a separate ACH debit entry to Your Bank Account for any applicable returned payment and late fees in the amounts set forth in this Agreement. You authorize Us to re-initiate any ACH up to two (2) additional times for the same amount if the ACH is dishonored.

You may revoke this authorization by contacting Us in writing at Support@BigPictureLoans.com or by phone at 1-800-584-4880 or by fax to 1-800-588-8706. Revocations will be processed in the order in which they are received. The Company cannot stop a payment in process. Revocations must be received at least three (3) business days prior to when You wish to terminate the authorization to allow for sufficient processing time.

You have the right to receive notice of all transfers varying in amount. You acknowledge that You elect to not receive notice for a specified range of amounts stated below for the recurring electronic debiting (in lieu of providing the notice of transfers in varying amount). The amount of any ACH debit will range from (i) the payment amount provided in this Agreement (which may be less than a scheduled payment if partial prepayments have been made), to (ii) an amount equal to the scheduled payment plus as applicable, any returned payment charges and any late fees You may owe under this Agreement. For any recurring electronic debit outside of this specified range, We will send You a notice. Therefore, by selecting this repayment method and agreeing to the terms herein You choose to only receive notice when a recurring electronic debit amount exceeds the range specified. You also authorize Us to verify all of the information that You have provided, including past and current information from whatever source. You agree that the debit entries authorized herein are voluntary, and that certain entries will recur as defined in this Agreement at substantially regular intervals. If there is any missing or erroneous information in or with Your loan application regarding Your Bank Account, then You authorize Us to verify and correct such information. If any payment cannot be obtained by ACH, You remain responsible for such payment and any resulting fees under this Agreement.

PAYMENT BY CHECK OR MONEY ORDER: If You elect to mail Your payments by certified check or money order (i) all payments must be mailed to: Big Picture Loans, LLC, P.O. Box 704, Watersmeet, MI 49969 and (ii) payment must reach this address by the scheduled Due Date. Please contact Us at 1-800-584-4880 for other payment methods that may be available.

REMOTELY-CREATED CHECK AUTHORIZATION: If (1) You specifically elect to make Your payments by remotely-created check, (2) We are unable to process Your payments by ACH for any reason, or (3) You have defaulted on a payment, then by electronically signing this Agreement You authorize Us to create checks bearing Your typed name and other information as may be required under applicable law, rather than Your handwritten signature, drawn on Your Bank Account, and to submit each check for payment to Your Bank or financial institution in the amount of each payment owing to Us under this Agreement on or after each scheduled payment date ("Remotely Created Check"), otherwise known as a demand draft, telecheck, preauthorized draft or paper draft. If a Remotely Created Check is returned unpaid by Your Bank or financial institution, then You authorize Us to create and submit a remotely created check for any late fees, or other amounts accrued pursuant to this Agreement. You agree that Your typed name or other designation mandated by applicable law will constitute Your authorized signature fully reflecting Your intent to authenticate any such Remotely Created Check. If You believe We charged Your Bank Account in a manner not contemplated by this authorization, then please contact Us. You authorize Us to vary the amount of any preauthorized payment by Remotely Created Check as needed to repay amounts owing, as modified by any partial prepayments. **This Remotely Created Check authorization is only effective if You specifically elect to make Your payments by Remotely Created Check, We are unable to process Your payments by ACH for any reason, or You defaulted on a payment.** If You would like to dispute a payment related to a remotely created check, determine whether a payment was genuine, withhold payment of a remotely created check, revoke authorization of Remotely Created Check or obtain re-crediting of amounts We obtained via a Remotely Created Check, contact Us by calling: 1-800-584-4880 or emailing Support@BigPictureLoans.com.

ELECTRONIC CHECK RE-PRESENTMENT POLICY: In the event You pay with a check and the check is returned unpaid for insufficient or uncollected funds, We may re-present the check electronically. In the ordinary course of business, the check will not be provided to You with Your bank statement, but a copy can be retrieved by contacting Your financial institution.

CHECK CONVERSION NOTIFICATION: If You provide a check as payment, You authorize Us, Our servicers or agents either to Use information from Your check to make a one-time electronic fund transfer from Your account or to process the payment as a check transaction. When We use information from Your check to make an electronic funds transfer, funds may be withdrawn from Your account as soon as the same day We receive Your payment, and You will not receive Your check back from Your financial institution.

RETURNED PAYMENT FEE: You agree to pay a returned payment fee of $20 if Your check is returned unpaid, if an ACH debit entry is returned unpaid (unless properly revoked), or if a debit entry to Your Debit Card, if applicable, is returned unpaid (unless properly revoked). You authorize Us to make a one-time withdrawal from Your Bank Account to collect this returned payment fee. We may only impose this fee once per scheduled installment payment.

LATE FEE: If Your scheduled payment is late more than fifteen (15) days after its Due Date, You may incur a late fee not to exceed $30 for each occurrence. If You authorized debits from either Your Bank Account or debit card as Your payment method, You agree that We may debit Your Bank Account or debit card, as applicable, for any late fees.

DEFAULT: You will be in default under this Agreement if: (a) You provide Us false or misleading information about yourself, Your financial condition (including the Bank Account), or any other matter prior to entering this Agreement, (b) You fail to make a payment by a scheduled Due Date or if Your payment is returned to Us unpaid for any reason, (c) You agree to make alternative payment arrangements and fail to make those payment(s), or (d) any of the following things occur: appointment of a committee, receiver, or other custodian of any of Your property, or the commencement of a case under the U.S. Federal Bankruptcy Laws by or against You as a debtor.

CONSEQUENCES OF DEFAULT: If You are in default of any provision of this Agreement, You agree that We may take one or more of the following actions to the extent allowed by applicable law: (a) accelerate the maturity of this loan and require You to immediately pay Us everything You owe Us and initiate the Payment Authorization Upon Default or Demand set forth below, (b) continue to collect each installment payment as scheduled, leaving the defaulted payment and associated fees due upon maturity of the loan and (c) pursue all legally available means to collect what You owe Us. We may decide not to use any of the methods described above to get back the money that You owe Us. If so, We do not waive Our right to pursue such action at a later date.

DEMAND FEATURE: We may demand payment, at any time, and from time to time, in Our sole and absolute discretion, whether or not a default has occurred. If We demand payment, then We will accelerate Your obligation under this Loan Agreement and initiate a debit in accordance with the "Payment Authorization Upon Default or Demand" paragraph below.

PAYMENT AUTHORIZATION UPON DEFAULT OR DEMAND:
In the event of Your default or Our demand, You separately authorize Us, and Our successors and assigns, to initiate a one-time automatic debit entry to Your Bank Account in the amount of the entire outstanding balance, including any fees, under this Agreement. You agree that We will initiate the single electronic debit entry only for the outstanding amount owing at the time of acceleration, and within a reasonable time after default or demand. You authorize Us to re-initiate the debit entry up to two (2) additional times if the debit entry is returned unpaid. You authorize Us to verify all of the information that You have provided to Us relating to Your Bank Account. If there is any missing or erroneous information in or with Your loan application regarding Your Bank Account, then You authorize Us to verify and correct such information. You may revoke the ACH Credit and ACH Debit Authorization by contacting Us in writing at Support@BigPictureLoans.com or by phone at 1-800-584-4880 by fax at 1-800-688-8706. You must contact Us at least three (3) business days prior to when You wish the ACH Credit and Debit Authorization to terminate. If You revoke the ACH Credit and ACH Debit Authorization, then You authorize Us to create a check in accordance with the Remotely Created Check Authorization above in the amount of the entire outstanding balance.

NO WAIVER: No failure to exercise, or delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

CONSUMER REPORTS: You authorize Us to obtain consumer reports about You in connection with Your request for credit, and at any time that You owe Us money under this or any Agreement.

REPORT OF NEGATIVE PAYMENT INFORMATION: We may report information about Your account to credit bureaus. Late payments, missed payments, or other defaults on Your loan may be reflected in Your credit report.

COVERED BORROWER STATEMENT: You represent and warrant that YOU ARE NOT a regular or reserve member of the Army, Navy, Marine Corps, Air Force or Coast Guard serving on active duty under a call or order that does not specify a period of thirty (30) days or fewer, or a dependent of such member. You understand that We will be making this loan in reliance on the truth of this statement.

ASSIGNMENT AND EXECUTION: We may assign or transfer this Agreement or any of Our rights hereunder in Our sole and absolute discretion. If this Agreement is consummated, then You agree that the electronically signed Agreement We receive from You will be considered the original executed Agreement, which is binding and enforceable as to both parties upon approval by Us, which takes place at Our office on Tribal land in Watersmeet, Michigan.

WRITTEN DOCUMENTS/CALL RECORDINGS: While You acknowledge and agree that You have previously agreed to electronic communications, You understand that if You would like to request a physical document be mailed to You, You may do so by written request to Big Picture Loans, LLC, P.O. Box 704, Watersmeet, MI 49969. You also acknowledge that calls between You and Lender may be recorded for quality and training purposes and that Lender has no requirement or obligation to provide copies of these recordings to You or Your designee.

GOVERNING LAW AND FORUM SELECTION: This Agreement will be governed by the laws of the Lac Vieux Desert Band of Lake Superior Chippewa Indians ("Tribal law"), including but not limited to the Code as well as applicable federal law. All disputes shall be solely and exclusively resolved pursuant to the Tribal Dispute Resolution Procedure set forth in Section 9 of the Code and summarized below for Your convenience.

SOVEREIGN IMMUNITY: This Agreement and all related documents are being submitted by You to Big Picture Loans, LLC at its office on Tribal land. The Lender is an economic development arm, instrumentality, and limited liability company wholly owned and operated by the Tribe. The Tribe is a federally-recognized Indian Tribe and enjoys tribal sovereign immunity. Because the Tribe and Lender are entitled to sovereign immunity, You will be limited in what claims, if any, You may be able to assert against them. To encourage resolution of consumer complaints, and pursuant to Section 9 of the Code, all complaints lodged, filed, or otherwise submitted by You or on Your behalf must follow the Tribal Dispute Resolution Procedure, as described herein.

PRESERVATION OF SOVEREIGN IMMUNITY: It is the express intention of the Tribe and Lender, operating as an economic arm-of-the-tribe, to fully preserve, and not waive either in whole or in part, exclusive jurisdiction, sovereign immunity, and any other rights, titles, privileges, and immunities, to which they are entitled. To protect and preserve the rights of the parties, no person may assume a waiver of immunity except by express written declaration of the Tribe's Tribal Council specifically authorizing a waiver for the matter in question.

TRIBAL DISPUTE RESOLUTION PROCEDURE: The Tribe has established a Tribal Dispute Resolution Procedure (the "Procedure") to review and consider any and all types of complaints made by You or on Your behalf relating to or arising from this Agreement. The Procedure is found at Section 9 of the Code. You can find the Code at Our website, www.BigPictureLoans.com, at 2015 11 03 Tribal Consumer Financial Services Regulatory Code, or You may request a physical copy by written request mailed along with a self-addressed postage paid return envelope to the Tribal Financial Services Regulatory Authority, P.O. Box 249, Watersmeet, Michigan 49969. The Tribe and Lender intend and require, to the extent permitted by Tribal law, that any complaint lodged, filed, or otherwise submitted by You or on Your behalf to follow the Procedure. Under the Procedure, a consumer who, in the course of his otherwise lawful and proper use of Lender's business believes himself to be harmed by some aspect of the operation of any part of Lender's business, shall direct his concerns or dispute to Lender in writing. A person's complaint to the Lender shall be considered similar in nature to a petition for redress submitted to a sovereign government, without waiver of sovereign immunity and exclusive jurisdiction, and does not create any binding procedural or substantive rights for a petitioner. The Lender will investigate the complaint and respond as soon as reasonably practicable, but no later than thirty (30) days from the receipt of the written complaint. In the event that the consumer is dissatisfied with the Lender's determination, he may initiate Formal Dispute Resolution by requesting an administrative review of Lender's determination by submitting such request in writing to the Tribal Financial Services Regulatory Authority ("Authority"), P.O. Box 249, Watersmeet, MI 49969, no later than ninety (90) days after receiving Lender's determination.

At a hearing, You may be represented by legal counsel at Your own expense. The administrative review hearing will occur within sixty (60) days after the Authority receives Your written request. The Authority will send notice to You and Us when a request for a hearing is granted or denied.

A consumer may appeal an Authority decision and order by filing a written petition for review with the Tribal Court within ninety (90) days after the Authority issued its decision and order.

For important information about the specific procedures that You must follow in order to request review by the Authority of an Lender determination, and to appeal a decision of the Authority to the Tribal Court, please review the Code at Our website, www.BigPictureLoans.com, or http://www.lvdtribal.com/tfsra.html or request a physical copy by written request mailed along with a self-addressed postage paid return envelope to Tribal Consumer Financial Services Code Request, Attn: Regulatory Agent, P.O. Box 249, Watersmeet, Michigan 49969.

WAIVER OF JURY TRIAL: The Tribal Dispute Resolution Procedure has been created by the Tribe as a courtesy to consumers and is the sole and exclusive dispute resolution mechanism for disputes and claims related to or arising under this Agreement. **THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

1. For purposes of this Waiver of Jury Trial provision and Tribal Dispute Resolution Procedure provision above, the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation, (a) all claims, disputes, or controversies involving the parties to this Agreement and Our employees, servicers and agents, including but not limited to consultants, banks, payment processors, software providers, data providers and credit bureaus; (b) all claims, disputes, or controversies arising from or relating directly or indirectly to Your application, this Agreement, the validity and scope of these provisions and any claim or attempt to set aside these provisions; (c) all Tribal and U.S. federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to Your application, the Agreement, the information You gave Us before entering into the Agreement, including the customer information application, and any past Agreement or Agreements between You and Us; (d) all counterclaims, cross-claims and third-party claims; (e) all common law claims, based upon contract, tort, fraud, or other intentional torts; (f) all claims based upon a violation of any Tribal, state or federal constitution, statute, regulation or ordinance; (g) all claims asserted by Us against You, including claims for money damages to collect any sum We claim You owe Us; (h) all claims asserted by You individually against Us and any of Our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (i) all claims asserted on Your behalf by another person; (j) all claims asserted by You as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against Us and/or related third parties (hereinafter referred to as "Representative Claims"); (k) all claims arising from or relating directly or indirectly to the disclosure by Us or related third parties of any non-public personal information about You; (l) all claims related to or arising from loan extensions or payment plans; (m) all claims related to collections, privacy, and customer information; and (n) all claims related to setting aside the Waiver of Jury Trial provision or the Tribal Dispute Resolution Procedure provision, including claims about such provisions' validity and scope.

2. You acknowledge and agree that by agreeing to this Waiver of Jury Trial provision:
(a) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;

(b) YOU CONSENT TO THE JURISIDCTION OF THE TRIBE AND HAVE READ AND AGREE TO BE BOUND SOLELY BY THE TRIBAL DISPUTE RESOLUTIUON PROCEDURE FOUND IN THE CODE; and

(c) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

3. All disputes including any Representative Claims against Us and related third parties shall be resolved by the TRIBAL DISPUTE RESOLUTION PROCEDURE only on an individual basis with You as provided for pursuant to Tribal law. **THEREFORE, NO LITIGATION OR ARBITRATION IS AVAILABLE AND NO JUDGE OR ARBITRATOR SHALL CONDUCT CLASS PROCEEDINGS; THAT IS, YOU SHALL BE INELIGIBLE TO SERVE AS A CLASS ACTION REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN LITIGATION OR ARBITRATION.**

4. All disputes arising out of, relating to, or in connection with this Agreement shall be finally settled under the Tribal Dispute Resolution Procedure.

5. This Waiver of Jury Trial provision and Tribal Dispute Resolution Procedure provision are binding upon and benefit You, Your respective heirs, successors and assigns. This Waiver of Jury Trial provision and Tribal Dispute Resolution Procedure provision are binding upon and benefit Us, Our successors and assigns, and related third parties. Both provisions continue in full force and effect, even if Your obligations have been paid or discharged through bankruptcy. Both provisions survive any cancellation, 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.

Your right to file suit against Us for any claim or dispute arising from or relating to this Agreement is limited by the WAIVER OF JURY TRIAL AND THE TRIBAL DISPUTE RESOLUTION PROCEDURE provisions. In the event the Lender engages legal counsel to protect its right, title and interest in this Agreement or otherwise litigate, protect or defend its rights outside of the Tribal Dispute Resolution Procedure agreed to herein, You hereby agree that the Lender may recover reasonable costs and fees from You.

TELEPHONE COMMUNICATIONS/MESSAGING CONSENT: You authorize Us, Our assigns, successors, successors in interest and Our servicing agents (collectively hereinafter "Agents") to contact You at any telephone number You provided in the loan agreement and application for non-marketing, account management purposes, including collection of any outstanding debt You may have with Us. If You provided Your mobile phone number in the application process, You hereby agree that You authorized Us and Our Agents to contact You at the mobile phone number You provided in the loan application for non-marketing, account management purposes, including collection of any outstanding debt You may have with Us, which may include communications to You at Your mobile phone number using an automatic telephone dialing system, artificial or prerecorded voice, or text messaging. You agree that these phone calls may come from Us or Our Agents, but these calls will only be in connection with the credit You are receiving in accordance with this Agreement. Telephone numbers You authorize Us and Our Agents to text message will include the mobile phone You provided Us on the loan application as well as any numbers provided to Us or Our Agents at a later time with Your permission. You agree to pay any fee(s) or charge(s) that You may incur for incoming and outgoing messages from or to Us or Our Agents, without reimbursement from Us or them.

ADVERTISING/MARKETING TELEPHONE COMMUNICATIONS/MESSAGING CONSENT: If You agree to the Messaging Consent authorization below, then You agree that You authorize Us and Our Agents to contact You in any manner (including text messages, robocalls/robotexts or auto-dialed calls) at Your phone number(s) You provided in the loan agreement and application, to provide information on special sales or marketing offers as well as reminders, notices, suspected fraud or identity theft, obtaining information necessary for Us to service Your account, collecting on Your account, notifying You as to important issues regarding Your account, notifying You of promotions, providing coupons or other marketing materials, and any other lawful purpose ("Messaging"). You further understand that this consent is not required in order to obtain a loan

from the Lender. You also understand that You may withdraw Your Messaging Consent at any time by calling Us at 1-800-584-4880. We will not impose any fee to process the withdrawal of Your consent. Any withdrawal of Your consent will be effective only after We have a reasonable period of time to process Your withdrawal. For the purpose of this section, telephone numbers You authorize Us and Our Agents to text message will include the mobile phone You provided Us on the loan application and agreement as well as any numbers provided to Us or Our Agents at a later time with Your permission. You agree to pay any fee(s) or charge(s) that You may incur for incoming and outgoing messages from or to Us or Our Agents, without reimbursement from Us or them.

Other Important Terms:

(a) Additionally, You agree that We may send Messaging through Your communication service provider in order to deliver them to You. You agree to provide a valid mobile phone number for these services. You further agree to indemnify, defend and hold Us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from Your provision of a mobile phone number that is not Your own or Your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. Messaging notifications are provided for Your convenience only.

(b) We will not be liable for losses or damages arising from any delay in delivery or disclosure of account information to third parties by Your communication service provider.

(c) We may modify or terminate Our text messaging services from time to time, for any reason, and without notice, without liability to You, any other user or a third party. We reserve the right to modify these terms from time to time without notice. Please review the Privacy Policy from time to time so that You are timely notified of any changes. You can do so by bookmarking and visiting the following link where the Privacy Policy is listed and may be amended: https://www.BigPictureLoans.com/privacy-disclosure.

ADDITIONAL INFORMATION ON TEXT MESSAGING:

If You provided Us with authorization to send You text messages, it is Your responsibility to provide Us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update Your mobile number by calling Us at 1-800-584-4880 or through email at Support@BigPictureLoans.com.

How to UNSUBSCRIBE to SMS Text Message - You may also withdraw Your consent to receive text messaging only by texting STOP to the text message You receive or by calling Us at 1-800-584-4880. At Our option, We may treat Your provision of an invalid mobile phone number, or the subsequent malfunction of a previously valid mobile phone number, as a withdrawal of Your consent to receive text messaging.

For HELP on text messaging - To request additional information, text HELP to the message You receive or contact Us by telephone at 1-800-584-4880.

PRIVACY POLICY: By signing this Agreement, You acknowledge that You have reviewed and agree to Big Picture Loans, LLC Privacy Policy as stated at the following link: https://www.BigPictureLoans.com/privacy-disclosure.

IMPORTANT ACKNOWLEDGEMENTS:

You acknowledge and agree that this Agreement is subject solely and exclusively to the Tribal law and jurisdiction of the Lac Vieux Desert Band of Lake Superior Chippewa Indians.

You acknowledge and agree that the Tribal Dispute Resolution Procedure is the sole and exclusive forum for resolving disputes and/or claims arising from or relating to this Agreement.

You acknowledge and agree to the Waiver of Jury Trial provision.

You acknowledge and understand that You selected Your loan repayment method during the application process and that Your loan was not conditioned on repayment of Your loan by ACH.

BY CLICKING THE SUBMIT BUTTON YOU HAVE ELECTRONICALLY SIGNED THIS AGREEMENT. YOU AGREE THAT YOUR ELECTRONIC SIGNATURE HAS THE FULL FORCE AND EFFECT OF YOUR PHYSICAL SIGNATURE AND THAT IT BINDS YOU TO THIS AGREEMENT IN THE SAME MANNER A PHYSICAL SIGNATURE WOULD DO SO. YOU CERTIFY THAT THE INFORMATION GIVEN IN CONNECTION WITH THIS AGREEMENT IS TRUE AND CORRECT. YOU AUTHORIZE US TO VERIFY THE INFORMATION GIVEN IN CONNECTION WITH THIS AGREEMENT AND GIVE US CONSENT TO OBTAIN INFORMATION ON YOU FROM CONSUMER REPORTING AGENCIES OR OTHER SERVICES. YOU ACKNOWLEDGE THAT:
(A) YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING THE WAIVER OF JURY TRIAL AND PROCEDURE PROVISIONS AS WELL AS THE PRIVACY POLICY, (B) THIS AGREEMENT CONTAINS NO BLANKS AND WAS FILLED IN BY YOU BEFORE YOU SIGNED IT, AND (C) THAT YOU HAVE PRINTED OR DOWNLOADED A COMPLETED COPY OF THIS AGREEMENT FOR YOUR RECORDS. YOU FURTHER ACKNOWLEDGE THAT THIS AGREEMENT IS SUBJECT TO APPROVAL BY US AND ALL LOANS ARE APPROVED OR DENIED ON TRIBAL LAND AT OUR OFFICE LOCATED IN WATERSMEET, MICHIGAN AND ARE SUBJECT TO FINAL DETERMINATION BY US.

Lender: Big Picture Loans, LLC

Borrower Name: Lula Williams
Date: 8/3/2016 4:00:55 PM
IP: [redacted]
Signed: I Agree

BIG PICTURE LOANS

APPLY TODAY:
www.bigpictureloans.com

Pre-Approval Certificate

Date: February 27, 2017

Gloria Turnage
is PRE-APPROVED for up to:

$400*

OFFER ENDS:
April 13, 2017

THIS IS NOT A CHECK

Gloria Turnage
739 N Laburnum Ave Apt 1
Richmond, VA 23223-2854

Gloria,

You are one of 1,442 people in Richmond that BigPictureLoans.com has pre-approved to receive up to $400!* Imagine the relief of having $400 deposited into your bank account as early as tomorrow.* With BigPictureLoans.com, you can get the money you need fast.

We make borrowing money easy.

Our quick, secure and private online application process makes borrowing fast and easy. Best of all, you've already been pre-approved so the funds can be deposited as soon as the next business day.* It's that simple!

This is not a payday loan. This loan is confidential and rushes you the money you need in as little as 24 hours.*

We've helped thousands of people experience a smarter way to borrow. The funds you need are just a click away. Call 1-800-584-4880 to learn more. But hurry, this offer ends April 13, 2017.

GO TO
www.bigpictureloans.com

YOU'RE ALREADY
Pre-Approved

GET MONEY
As Soon As Tomorrow*

APPLY TODAY, GET UP TO $400 AS SOON AS TOMORROW.*

SCAN ME!

APPLY ONLINE Takes 2 mins!
www.bigpictureloans.com

QUESTIONS? Call us today!
1-800-584-4880

17092-1/P-35/358221/5540

You can choose to stop receiving "prescreened" offers of credit from this and other companies by calling toll-free 888-567-8688. See PRESCREEN & OPT-OUT NOTICE on the back for more information about prescreened offers.

See reverse side for important information

*You have been pre-approved, based upon the information in your credit report, to receive an offer for a personal unsecured installment loan. The minimum loan amount you could be approved for is $200. Loan approval and amounts are based on minimum income amounts, other credit criteria, and verification of the information you provide during the application process. We may not extend credit to you if, after receiving your application, you no longer meet the criteria used to screen you for this offer or if, after we verify the information in your application, we determine that you do not meet other criteria established prior to this offer for the purpose of determining whether to extend credit pursuant to this offer. This offer cannot be transferred to another person and you must be at least 18 years of age to apply. A valid bank checking account, a valid email address and verification of a minimum monthly net income of $700 is required. If the application is received and the information is verified by 5:00 p.m. CST, you will generally receive an ACH deposit on the next business day. The approval process occurs on Tribal land and may require further verification. If we receive your response after this offer's expiration date, we may require you to follow our normal application process and we will then evaluate your application based on our then current underwriting criteria. Returned payments, late payments and/or non-payments may result in additional fees, charges or collection activities pursuant to the terms of the loan agreement, and as allowable under Tribal law. For more details, please refer to the loan agreement.

ICS-2017JAN-RM2 TCA_10770

PRESCREEN & OPT-OUT NOTICE: *This "prescreened" offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria. If you do not want to receive prescreened offers of credit from this and other companies, call the consumer reporting agencies toll-free at 1-888-5OPT-OUT (1-888-567-8688); or visit the website at www.optoutprescreen.com; or write:*

Equifax Information Services, P.O. Box 740123, Atlanta, GA 30374-0123
TransUnion, Opt Out Request, P.O. Box 505, Woodlyn, PA 19094-0505
Experian Consumer Opt Out, P.O. Box 919, Allen, TX 75013

Big Picture Loans, LLC (d/b/a "BigPictureLoans.com") is a duly licensed Financial Services Licensee of the Lac Vieux Desert Tribal Financial Services Regulatory Authority, an independent regulatory body of the Lac Vieux Desert Band of Lake Superior Chippewa Indians.

All loan requests are approved or denied on Tribal Land at Big Picture Loans' office located at N5384 US Highway 45, Suite 400, Watersmeet, MI 49969 and are subject to final determination by Big Picture Loans, a Tribal enterprise wholly owned and operated by the Lac Vieux Desert Band of Lake Superior Chippewa Indians, a federally recognized American Indian Tribe and sovereign government. If approved, your loan will be governed by Tribal law, applicable federal law and the terms and conditions of your loan agreement. This marketing letter's contents are a solicitation for an installment loan governed by the laws of the Lac Vieux Desert Band of Lake Superior Chippewa Indians. Availability of installment loans are subject to change from time to time as determined by Big Picture Loans. All content existing and/or submitted to and in association with this letter will be considered Big Picture Loans' copyrighted property. All communications with Big Picture Loans are deemed confidential. Any unauthorized reproduction, distribution, or disclosure is prohibited without Big Picture Loans' express written consent.

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

Lula Williams, Gloria Turnage, George Hengle, Dowin Coffy, and Felix Gillison, Jr., on behalf of themselves and all individuals similarly situated

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

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Kristi C. Kelly & Andrew J. Guzzo/ Kelly & Crandall, PLC
3925 Chain Bridge Road, Ste. 202, Fairfax, VA 22030
(703) 424-7570

DEFENDANTS

Big Picture Loans, LLC, Matt Martorello, Ascension Technologies, Inc., Daniel Gravel, James Williams, Jr., Gertrude McGeshick, Susan McGeshick, and Giiwegiizhigookway Martin

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

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

Attorneys *(If Known)*

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

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

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

(For Diversity Cases Only)

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

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

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☒ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
18 U.S.C. § 1961

Brief description of cause:
Violation of the Racketeer Influenced and Corrupt Organizations Act

VII. REQUESTED IN COMPLAINT:

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

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 6/22/17

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____