

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION**

SARAH REHFELDT,  
on behalf of Plaintiff and the class  
members described herein,

Plaintiff,

v.

GREEN ARROW SOLUTIONS, d/b/a  
GREEN ARROW LOANS;  
INTEGRA FINANCIAL SERVICES,  
LLC; NEVADA IMPACT  
MANAGEMENT, LLC;  
DAN SHAW; GREG JONES;  
JOHN DOES 1-10,

Defendants.

DEMAND FOR TRIAL BY JURY

**COMPLAINT – CLASS ACTION**

1. Plaintiff Sarah Rehfeldt (“Plaintiff”) brings this action against Defendants (a) Green Arrow Solutions, d/b/a Green Arrow Loans, (b) Integra Financial Services, LLC, (c) Nevada Impact Management, LLC, (d) Dan Shaw, (e) Greg Jones, and (f) John Does 1-10 to secure redress for usurious and illegal loans (such as Exhibit A) made to Indiana residents.

2. Plaintiff seeks damages under the Indiana Consumer Credit Code (Count I) and treble damages under the Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. § 1964 (Count II).

**JURISDICTION AND VENUE**

3. The Court has subject matter jurisdiction under 28 U.S.C. § 1331, 18 U.S.C. § 1964, and 28 U.S.C. § 1337. Jurisdiction may also exist under 28 U.S.C. § 1332(d).

4. This Court has personal jurisdiction over Defendants because they:

a. Knowingly participated in the making and collection of unlawful loans to Illinois residents. In similar actions against purported “tribal” lenders, courts have held that personal jurisdiction over the persons involved in making the loans exists in the state where the borrower

obtained a loan via the Internet, and in which loan funds were disbursed via ACH transfer. *Gingras v. Rosette*, 5:15cv101, 2016 U.S. Dist. LEXIS 66833, 2016 WL 2932163, at \*2-3, \*9 (D. Vt. May 18, 2016), *aff'd sub nom. Gingras v. Think Fin., Inc.*, 922 F.3d 112 (2d Cir. 2019) (finding that tribal lending entity's contacts with Vermont "would have been sufficient to subject [the tribal entity] to personal jurisdiction in Vermont" for purposes of claims for violations of state and federal law, including state usury laws and RICO, where tribal entity operated a website that advertised loans in Vermont, sent emails and loan applications to Vermont consumers and transferred loan principal to consumers' Vermont bank accounts); *Duggan v. Martorello*, 18cv12277, 2022 U.S. Dist. LEXIS 58075, at \*33-34, 2022 WL 952183 (D. Mass. Mar. 30, 2022); *Dawkins v. Blue Dart Ventures*, 8:20cv2353, 2021 U.S. Dist. LEXIS 130297 (M.D. Fla. Apr. 1, 2021).

b. Selected which states to offer loans in, thereby targeting those states. *Illinois v. Hemi Group, LLC*, 622 F.3d 754, 760 (7th Cir. 2010).

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

6. Article III is satisfied because actions for statutory damages and invalidation of loans for usury were entertained by the courts of England and the United States in 1787. English Usury Act of 1713, 12 Anne Session 2 c. 17. All thirteen original American states replaced the English usury statutes with their own usury laws between 1641 and 1791. Christopher L. Peterson, *Usury Law, Payday Loans, and Statutory Sleight of Hand: Salience Distortion in American Credit Pricing Limits*, 92 Minnesota Law Review 1110, 1116-18 (April 2008), summarizing statutes allowing 5% to 8% interest.

### **PARTIES**

7. Plaintiff Sarah Rehfeldt is a natural person who at all times relevant has resided in Indianapolis, Indiana.

8. Defendant Green Arrow Solutions purports to be an entity created and owned by the Big Valley Band of Pomo Indians of the Big Valley Rancheria ("Tribe"). (Exhibit A) As set forth

below, it is not owned by the Tribe.

9. Green Arrow Solutions does business as Green Arrow Loans via the website, [www.greenarrowloans.com](http://www.greenarrowloans.com).

10. Defendant Integra Financial Services, LLC (“Integra”) is a limited liability company organized under Nevada law. It uses the address 1759 N. 400 East, Suite 202, North Logan, Utah. Its registered agent and office is Registered Agent Inc., 401 Ryland St., Ste. 200-A, Reno, NV 89502. It has a single managing member, Nevada Impact Management, LLC.

11. Defendant Nevada Impact Management, LLC (“Impact”) is a limited liability company organized under Nevada law. Its registered agent and office is Registered Agent Inc., 401 Ryland St., Ste. 200-A, Reno, NV 89502.

12. Impact has two managers, Dan K. Shaw (“Shaw”) and Gregory Jones (“Jones”), both of 2520 St. Rose Pkwy., Suite 111, Henderson, NV 89074.

13. Shaw and Jones are named as Defendants herein.

14. Both Integra and Impact are run by Defendants Dan Shaw and Greg Jones.

15. Impact also is manager of a company, Loan Trax LLC, also located at 1759 N. 400 E Suite 202, North Logan, UT 84341.

16. On information and belief, Shaw and Jones formed Integra in July 2011 for the purposes of acquiring substantially all of the assets of Impact Payment Systems, LLC, an Internet lender.

17. Impact Payment Systems, LLC had been sued by the SEC in March 2011. The SEC alleged that it was a Ponzi scheme which raised \$47 million to lend.

18. On April 3, 2012, Integra moved to terminate the receivership of Impact, having acquired its assets and operations.

19. In about 2014, Shaw, Jones, Integra and Impact created Green Arrow Solutions and [www.greenarrowloans.com](http://www.greenarrowloans.com) to continue to conduct a high-interest Internet loan business.

20. Shaw and Jones are the true operators and beneficiaries of

[www.greenarrowloans.com](http://www.greenarrowloans.com).

21. Shaw and Jones are not members of the Tribe.

22. Green Arrow Solutions make loans to consumers at more than 700%. (Exhibit C)

23. Green Arrow Solutions states on its website (Exhibit C) that “We do not always lend in every state. Our states of operation change frequently; please check back periodically to see if we are doing business in your state. We do not currently offer loans to customers in Arkansas, Colorado, Connecticut, Georgia, Illinois, Maryland, Minnesota, Montana, New Hampshire, New York, North Carolina, Pennsylvania, Puerto Rico, Vermont, Virginia, Washington, and West Virginia.” It formerly stated, “[w]e do not always lend in every state. Our states of operation change frequently; please check back periodically to see if we are doing business in your state. We do not currently offer loans to customers in Arkansas, Colorado, Connecticut, Georgia, Maryland, Minnesota, Montana, New Hampshire, New York, North Carolina, Pennsylvania, Puerto Rico, Virginia, Vermont, Washington, West Virginia.”

24. On information and belief, the list of states in which Defendants do not make loans depends on the likelihood they will face public or private enforcement actions.

25. The business operations of Green Arrow Solutions, including incoming and outgoing phone calls and emails, review of loan applications, underwriting, payment processing, website maintenance, and marketing, are conducted outside of the Tribe’s reservation. On information and belief, they are conducted in North Logan, Utah, for the benefit of persons who are not members of the Tribe.

26. The “hours of operation” on [www.greenarrowloans.com](http://www.greenarrowloans.com) are listed as “Monday - Thursday: 7:00 AM to 7:00 PM MST. Friday: 7:00 AM to 5:00 PM MST.” The Tribe is in the Pacific time zone. Utah is in the Mountain time zone.

27. Green Arrow Solution’s website is hosted in Los Angeles. (Exhibit B)

28. A number of other internet lenders also claim to be owned or operated by the Tribe, including:

- a. Big Valley Financial ([www.bigvalleyfinancial.com](http://www.bigvalleyfinancial.com));
- b. Golden Gate Funding ([www.goldengatefunding.com](http://www.goldengatefunding.com));
- c. Tremont Lending ([www.tremontlendingloans.com](http://www.tremontlendingloans.com));
- d. Little Lake Lending ([www.littlelakelending.com](http://www.littlelakelending.com));
- e. Condor Credit ([www.condorcredit.com](http://www.condorcredit.com)).

29. John Does 1-10 are other natural or artificial persons who participated in the Internet lending scheme complained of herein.

#### **FACTS RELATING TO INTERNET LENDING BUSINESS**

30. Shaw, Jones and others developed a plan to make illegal high-interest loans over the Internet, while evading liability for such loans by using the tribal immunity of the Tribe.

31. While Green Arrow Solutions purports to be a tribal entity, it is not.

32. The actual lending operations were carried out and continue to be carried out in locations other than tribal lands.

33. No member of the Tribe participates in significant lending operations.

34. The profits from the lending activities are received by non-members of the Tribe.

35. The funds lent are transferred by ACH credit to the borrowers' bank accounts throughout the United States.

36. Repayment of the loans is made by ACH debit from the borrowers' bank accounts throughout the United States.

#### **SOVEREIGN IMMUNITY AS A DEFENSE TO STATE USURY LAWS**

37. An entity must function as a legitimate "arm of the tribe" in order to fall under that tribe's sovereign immunity. *See Breakthrough Mgmt. Grp., Inc. v. Chukchansi Gold Casino & Resort*, 629 F.3d 1173, 1183 (10th Cir. 2010).

38. To determine if a particular entity is entitled to sovereign immunity, the majority of courts have adopted the framework laid out in *Breakthrough*, which analyzed "(1) [the entities'] method of creation; (2) their purpose; (3) their structure, ownership, and management, including the

amount of control the tribe has over the entities; (4) whether the tribe intended for the entities to have tribal sovereign immunity; (5) the financial relationship between the tribe and the entities; and (6) whether the purposes of tribal sovereign immunity are served by granting immunity to the entities.” *Breakthrough* at 1183, 1187-88.

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

40. These so-called “tribal lenders” usually do not survive scrutiny when examined closely, since virtually all business functions occur far from tribal land, by non-tribal members, and overwhelmingly benefit non-tribal members to such a degree that tribal involvement is effectively nil.

41. Where non-tribal individuals and entities control and manage the substantive lending functions, provide the lending capital necessary to support the operation, and bear the economic risk associated with the operation, they are not in fact “operated” by Native American tribes and, therefore, are not shielded by sovereign immunity.

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

43. Attempting to circumvent state interest rate caps by fraudulently hiding behind tribal sovereign immunity has been found to constitute criminal conduct. On October 13, 2017, a jury in the U.S. District Court for the Southern District of New York convicted Scott Tucker and Timothy Muir on fourteen felony counts for their operation of a network of tribal lending companies. *See United States v. Tucker, et al.*, No. 1:16-cr-00091-PKC (S.D.N.Y). The conviction was affirmed in *United States v. Grote*, 961 F.3d 105 (2d Cir. 2020).

**DEFENDANTS' LOANS**

44. Green Arrow Solutions uses its website, [www.greenarrowloans.com](http://www.greenarrowloans.com), to make loans to consumers at interest rates in excess of 700% annually. (Exhibit A)

45. On or about July 13, 2023, Green Arrow Solutions made a loan to Plaintiff (Exhibit A) for \$300. The loan would result in repayment of \$5,356.07 if paid on schedule. The total interest charged would be \$632.81, which according to Green Arrow Solutions equates to an annual percentage rate of 822.76%, a rate in excess of that permitted in Indiana.

46. The loan agreement (Exhibit A) is a standard form.

47. The loan was made for personal purposes and not for business purposes.

48. The principal amount was transferred to Plaintiff's bank account in Indiana via ACH.

49. The loan was made entirely via the Internet.

50. The loan was to be repaid via ACH.

51. Plaintiff made some of the payments, including interest.

52. Defendants' lending activities do not actually occur on the Tribe's reservation.

53. A significant majority of the transaction occurs within the State of Indiana – applying for the loan and receiving and collecting the funds.

54. The place where a consumer is located when he or she submits an application via an online portal with a Native American tribe determines where the transaction takes place for jurisdictional purposes. *California v. Iipay Nation of Santa Ysabel*, 898 F.3d 960, 968 (9th Cir. 2018) (“However, the patrons’ act of placing a bet or wager on a game of DRB while located in California constitutes gaming activity that is not located on Indian lands, violates the UIGEA, and is not protected by IGRA.”).

55. Plaintiff has never set foot on the Tribe's land.

56. Loans to Indiana residents made in the same manner as the loan to Plaintiff are governed by the laws of the State of Indiana.

**INDIANA REGULATION OF LENDING**

57. The Indiana Uniform Consumer Credit Code, Ind. Code § 24-4.5-3-201, establishes a maximum loan finance charge of 36% per annum for consumer loans other than supervised loans of the amount at issue here (\$1500). It provides:

(1) Except as provided in subsections (7) and (9), with respect to a consumer loan, other than a supervised loan (as defined in section 501 [IC 24-4.5-3-501] of this chapter), a lender may contract for a loan finance charge, calculated according to the actuarial method, not exceeding twenty-five percent (25%) per year on the unpaid balances of the principal (as defined in section 107(3) [IC 24-4.5-3-107(3)] of this chapter). . . .

58. With respect to supervised loans, the Indiana Uniform Consumer Credit Code, Ind. Code § 24-4.5-3-508, provides:

Loan finance charge for supervised loans.

(1) With respect to a supervised loan, including a loan pursuant to a revolving loan account, a supervised lender may contract for and receive a loan finance charge not exceeding that permitted by this section.

(2) The loan finance charge, calculated according to the actuarial method, may not exceed the equivalent of the greater of:

(a) the total of:

(i) thirty-six percent (36%) per year on that part of the unpaid balances of the principal (as defined in section 107(3) [IC 24-4.5-3-107(3)] of this chapter) which is two thousand dollars (\$2,000) or less;

(ii) twenty-one percent (21%) per year on that part of the unpaid balances of the principal (as defined in section 107(3) of this chapter) which is more than two thousand dollars (\$2,000) but does not exceed four thousand dollars (\$4,000); and

(iii) fifteen percent (15%) per year on that part of the unpaid balances of the principal (as defined in section 107(3) of this chapter) which is more than four thousand dollars (\$4,000); or

(b) twenty-five percent (25%) per year on the unpaid balances of the principal (as defined in section 107(3) of this chapter). . . .

59. There is also a provision for small loans, Ind. Code § 24-4.5-7-101 *et seq.*, but it does not authorize Defendants' rates, and requires that small loans conform to other requirements that Defendants' loans do not comply with.



60. The amount of finance charge provided for in Exhibit A greatly exceeds that permitted in Indiana on any loans.

61. Ind. Code § 24-4.5-1-201, “Territorial application,” provides:

(1) Except as otherwise provided in this section, this article applies to sales, leases, and loans made in this state and to modifications, including refinancings, consolidations, and deferrals, made in this state, of sales, leases, and loans, wherever made. For purposes of this article, the following apply: . . .

(c) A loan or modification of a loan agreement is made in this state if a writing signed by the debtor and evidencing the debt is received by the lender or a person acting on behalf of the lender in this state.

(d) Except as provided in subdivisions (e) and (f), a sale, lease, or loan transaction occurs in Indiana if a consumer who is a resident of Indiana enters into a consumer sale, lease, or loan transaction with a creditor or a person acting on behalf of the creditor in another state and the creditor or the person acting on behalf of the creditor has advertised or solicited sales, leases, or loans in Indiana by any means, including by mail, brochure, telephone, print, radio, television, the Internet, or electronic means.

(e) A sale, lease, or loan transaction does not occur in Indiana if a consumer who is a resident of Indiana enters into a consumer sale, lease, or loan transaction secured by an interest in land located outside Indiana.

(f) A sale, lease, or loan transaction does not occur in Indiana if a consumer who is a resident of Indiana enters into a consumer sale, lease, or loan transaction at a creditor’s place of business in another state.

For purposes of subdivisions (a) through (c), an offer is received by a creditor or a person acting on behalf of the creditor in Indiana if the offer is physically delivered, or otherwise transmitted or communicated, to a person who has actual or apparent authority to act for the creditor or the person acting on behalf of the creditor in Indiana, regardless of whether approval, acceptance, or ratification by any other agent or representative of the creditor or the person acting on behalf of the creditor in another state is necessary to give legal consequence to the consumer credit transaction. . . .

(5) Notwithstanding other provisions of this section:

(a) except as provided in subsection (2), this article does not apply if the buyer, lessee, or debtor is not a resident of this state at the time of a credit transaction and the parties then agree that the law of the buyer’s, lessee’s, or debtor’s residence applies; and

(b) this article applies if the buyer, lessee, or debtor is a resident of this state at the time of a credit transaction and the parties then agree that the law of this state applies.

(6) Except as provided in subsection (5), the following agreements by a buyer, lessee, or

debtor are invalid with respect to consumer credit sales, consumer leases, consumer loans, or modifications thereof, to which this article applies:

- (a) An agreement that the law of another state shall apply.
- (b) An agreement that the buyer, lessee, or debtor consents to the jurisdiction of another state.
- (c) An agreement that fixes venue. . . .

(8) If a creditor or a person acting on behalf of the creditor has violated the provisions of this article that apply to the authority to make consumer loans (IC 24-4.5-3-502), the loan is void and the debtor is not obligated to pay either the principal or loan finance charge, as set forth in IC 24-4.5-5-202.

62. Ind. Code § 24-4.5-5-202, “Effect of violations on rights of parties,” provides:

. . . (3) A debtor is not obligated to pay a charge in excess of that allowed by this Article, and ***if the debtor has paid an excess charge the debtor has a right to a refund***. A refund may be made by reducing the debtor’s obligation by the amount of the excess charge. If the debtor has paid an amount in excess of the lawful obligation under the agreement, the debtor may recover the excess amount from the person who made the excess charge or from an assignee of that person’s rights who undertakes direct collection of payments from or enforcement of rights against debtors arising from the debt.

***(4) If a debtor is entitled to a refund and a person liable to the debtor refuses to make a refund within a reasonable time after demand, the debtor may recover from that person a penalty in an amount determined by a court not exceeding the greater of either the amount of the credit service or loan finance charge or ten (10) times the amount of the excess charge. If the creditor has made an excess charge in deliberate violation of or in reckless disregard for this Article, the penalty may be recovered even though the creditor has refunded the excess charge.*** No penalty pursuant to this subsection may be recovered if a court has ordered a similar penalty assessed against the same person in a civil action by the department (IC 24-4.5-6-113). With respect to excess charges arising from sales made pursuant to revolving charge accounts or from loans made pursuant to revolving loan accounts, no action pursuant to this subsection may be brought more than two (2) years after the time the excess charge was made. With respect to excess charges arising from other consumer credit sales or consumer loans, no action pursuant to this subsection may be brought more than one (1) year after the due date of the last scheduled payment of the agreement pursuant to which the charge was made. . . .

(7) If the creditor establishes by a preponderance of evidence that a violation is unintentional or the result of a bona fide error, no liability is imposed under subsections (1), (2), and (4) and the validity of the transaction is not affected.

(8) In any case in which it is found that a creditor has violated this Article, the court may award ***reasonable attorney’s fees*** incurred by the debtor. . . . (Emphasis added)

**COUNT I – INDIANA UNIFORM CONSUMER CREDIT CODE**

63. Plaintiff incorporates paragraphs 1-62.

64. Because the loan made to Plaintiff violated the rate limits set by Indiana law, and the violation was intentional, Plaintiff is entitled to ten (10) times the amount of the excess charge.

**CLASS ALLEGATIONS**

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

66. The class consists of (a) all individuals with Indiana addresses (b) to whom a loan was made in the name of “Green Arrow Solutions” or “Green Arrow Loans” at more than 36% interest (all of its loans qualify) (c) on or after a date two years prior to the filing of this action.

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

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

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

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

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

72. Defendants have acted on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate.

73. The class is entitled to a declaration that Defendants are not entitled to collect on the

loans described, an injunction against any further collection efforts by Defendants, and restitution of all such amounts collected by Defendants.

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

- i. A declaration that the loans are void and need not be repaid;
- ii. Statutory damages;
- iii. Attorney's fees, expenses and costs; and
- iv. Such other or further relief as is appropriate.

### **COUNT II – RICO**

74. Plaintiff incorporates paragraphs 1-62.

75. This claim is against Shaw and Jones, who are the RICO “persons.”

76. All loans made in the name of “Green Arrow Solutions” or “Green Arrow Loans” to Indiana residents are (a) unenforceable under Indiana law in whole or in part as to principal or interest because of the laws relating to usury, and (b) were incurred in connection with the business of lending money at a rate usurious under Indiana law, where (c) the usurious rate is at least twice the enforceable rate (36%).

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

78. “Green Arrow Solutions” or “Green Arrow Loans” is an enterprise affecting interstate commerce, in that it is located outside of Indiana and makes loans to Indiana residents via the Internet.

79. Defendants Shaw and Jones are each associated with this enterprise.

80. Defendants Shaw and Jones each conducted or participated in the conduct of the affairs of “Green Arrow Solutions” or “Green Arrow Loans” through a pattern of collection of unlawful debt, as set forth above, in violation of 18 U.S.C. § 1962(c).

81. Plaintiff was deprived of money as a result.

**CLASS ALLEGATIONS**

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

83. The class consists of (a) all individuals with Indiana addresses (b) to whom a loan was made in the name of “Green Arrow Solutions” or “Green Arrow Loans” at more than 36% interest (all of its loans qualify) (c) which loan was made on or after a date 4 years prior to the filing of suit.

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

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

- a. Whether the loans at issue are “unlawful debts” as defined in RICO.
- b. Whether “Green Arrow Solutions” or “Green Arrow Loans” is an “enterprise.”
- c. Whether Defendants Shaw and Jones are each associated with “Green Arrow Solutions” or “Green Arrow Loans.”
- d. Whether Defendants Shaw and Jones each conducted or participated in the affairs of “Green Arrow Solutions” or “Green Arrow Loans” through a pattern of making and collecting unlawful loans.

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

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

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

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

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

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

/s/ Daniel A. Edelman  
Daniel A. Edelman

Daniel A. Edelman  
Heather Kolbus  
Matthew J. Goldstein  
**EDELMAN, COMBS, LATTURNER  
& GOODWIN, LLC**  
20 South Clark Street, Suite 1500  
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(312) 739-4200  
(312) 419-0379 (FAX)  
Email address for service: [courtecl@edcombs.com](mailto:courtecl@edcombs.com)

**JURY DEMAND**

Plaintiff demands trial by jury.

/s/ Daniel A. Edelman  
Daniel A. Edelman

Daniel A. Edelman  
Heather Kolbus  
Matthew J. Goldstein  
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**NOTICE OF ASSIGNMENT**

Please be advised that all rights relating to attorney's fees have been assigned to counsel.

/s/ Daniel A. Edelman  
Daniel A. Edelman

Daniel A. Edelman  
**EDELMAN COMBS LATTURNER  
& GOODWIN, LLC**  
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**DOCUMENT PRESERVATION DEMAND**

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

/s/ Daniel A. Edelman  
Daniel A. Edelman

# **EXHIBIT A**

## PLEASE REVIEW LOAN AGREEMENT CAREFULLY.

Unsecured Personal Installment Loan by Green Arrow Solutions  
 REVISION DATE: FEBRUARY 2023

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

Loan # [REDACTED] 71

Agreement Date: 07/13/2023 Effective Date: 07/14/2023	Loan #: [REDACTED] 71 Final Maturity Date: Friday November 17, 2023
Green Arrow Solutions P.O. Box 170 Finley, CA 95435 Email Address: <a href="mailto:cs@greenarrowloans.com">cs@greenarrowloans.com</a>	NAME: SARAH REHFELDT ADDRESS: [REDACTED] In [REDACTED] Phone: [REDACTED] Cell Phone: Email Address: [REDACTED]

In this Loan Agreement (this "Loan Agreement" or "Agreement") the words "you" and "your" mean the borrower who has electronically signed it. The words "we", "us", "Enterprise" and "our" mean Green Arrow Solutions. We are an economic development arm of, instrumentality of, and wholly-owned, controlled, and regulated by the Big Valley Band of Pomo Indians of the Big Valley Rancheria (the "Tribe"), a federally recognized Indian tribe.

We cannot commit to make a loan to you unless your completed application is approved by our underwriting department, located on the Tribe's reservation.

**TRUTH-IN-LENDING DISCLOSURES**

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.	<b>Total of Payments</b> The amount you will have paid after making all payments as scheduled.
822.76%	\$632.81	\$300.00	\$932.81

**Payment Schedule:** Your Payment Schedule will be:

Number of Payments	Payment Due	Payment Date
1	\$103.67	07/28/2023
1	\$103.67	08/11/2023
1	\$103.67	08/25/2023
1	\$103.67	09/08/2023
1	\$103.67	09/22/2023
1	\$103.67	10/06/2023
1	\$103.67	10/20/2023
1	\$103.67	11/03/2023
1	\$103.45	11/17/2023

**Late Charge:** If a payment is 5 days or more late, you will be charged \$30.

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

**Security:** If you have chosen to receive and make payments from your Bank Account via ACH or debit, your authorization to draw funds from your Bank Account is security for this loan. This disclosure of our security interest is made for Truth in Lending purposes only because neither Tribal law nor federal law clearly addresses whether our interest is a security interest. See the terms of the Loan Agreement below for any additional information about nonpayment, default, any required repayment in full before the scheduled payment date, and prepayment refunds.

See the terms of the Loan Agreement below for any additional information about nonpayment, default, any required repayment in full before the schedule date, and prepayment penalties.

**ITEMIZATION OF AMOUNT FINANCED:** Amount Financed/Amount given to you directly 300.00

**SPECIAL NOTICES:**

- YOUR LOAN IS AN EXPENSIVE FORM OF BORROWING AND ADDITIONAL FEES AND INTEREST MAY ACCRUE IF THE LOAN IS ROLLED OVER OR REFINANCED. ALTERNATIVE FORMS OF BORROWING MAY BE LESS EXPENSIVE AND MORE SUITABLE FOR YOUR FINANCIAL NEEDS.
- YOU CAN SAVE FINANCE CHARGES BY PAYING OFF YOUR LOAN EARLY EITHER IN PART OR IN FULL.
- YOUR LOAN IS DESIGNED TO ASSIST YOU IN MEETING YOUR SHORT-TERM CASH NEEDS. IT IS NOT A SOLUTION FOR LONGER TERM FINANCIAL PROBLEMS.
- CREDIT COUNSELING SERVICES MAY BE AVAILABLE TO CONSUMERS EXPERIENCING FINANCIAL PROBLEMS.
- YOU AGREE THAT THIS LOAN IS MADE WITHIN THE TRIBE'S JURISDICTION AND IS SUBJECT TO AND GOVERNED BY TRIBAL LAW AND APPLICABLE FEDERAL LAW, NOT THE LAW OF YOUR RESIDENT STATE. IN ENTERING INTO THIS AGREEMENT, YOU CONSENT TO TRIBAL JURISDICTION. YOUR RESIDENT STATE MAY HAVE INTEREST RATE LIMITS AND OTHER CONSUMER PROTECTION PROVISIONS THAT ARE MORE FAVORABLE. IF YOU WISH TO HAVE YOUR RESIDENT STATE LAWS APPLY TO ANY LOAN THAT YOU TAKE OUT, YOU SHOULD CONSIDER TAKING A LOAN FROM A LICENSED LENDER IN YOUR STATE.

**Promise to Pay:** You promise to pay us the principal sum of \$300.00 plus interest at a rate of 825.00%% per year ("Contract Rate").  
 The daily rate of interest is the Contract Rate divided by 365. Interest begins to accrue on the principal balance outstanding from the

later modified ("Payment Due Dates") by agreement of the parties. You also promise to pay the Lender all other charges provided for under this Agreement.

**DISBURSEMENT:** If your Loan is approved, we will process disbursement of your loan proceeds within 3 business days of the day your loan is approved. A business day is a regular work day and does not include Saturday, Sunday or holidays. You authorize us to use commercially reasonable efforts to initiate a credit entry by depositing the proceeds of your loan into Your Bank Account described in your Disbursement and Payment Choice Authorization. The date that your loan proceeds are deposited to Your Bank Account is the "Disbursement Date". Unavoidable delays as a result of bank holidays, the processing schedule of your individual bank, inadvertent processing errors, "acts of god", or "acts of terror" may extend the time for the deposit.

**CANCELLATION:** You may cancel your payment obligations under this Loan Agreement, without cost or finance charges, no later than 1:00 p.m. Pacific Time of the next business day immediately following the Disbursement Date ("Cancellation Deadline"). Your right to cancel your loan only applies if your loan either hasn't funded or, if it has, the funds are returned to us as explained below. To cancel your payment obligations on this loan, you must inform us in writing, by or before the Cancellation Deadline, either by email to [cs@greenarrowloans.com](mailto:cs@greenarrowloans.com) or by fax 888-965-3953, that you want to cancel the future payment obligations on this loan. If we timely receive your written notice of cancellation on or before the Cancellation Deadline but before the loan proceeds have been deposited to Your Bank Account, then we will not debit Your Bank Account and both your and our obligations under this Loan Agreement will be rescinded. However, if we timely receive your written notice of cancellation on or before the Cancellation Deadline but after the loan proceeds have been deposited to Your Bank Account, then you authorize us to affect a debit to Your Bank Account or your debit card as you chose in your Disbursement and Payment Choice Authorization for the principal amount of this Loan Agreement. If we receive payment of the principal amount via the debit, then both your and our obligations under this Loan Agreement will be rescinded. If we do not receive payment of the principal amount by debit to Your Bank Account or your debit card, then this Loan Agreement will remain in full force and effect.

**PAYMENT METHOD:** If you elected to make your payments by automatic electronic debit (ACH), debit card, or remotely created check, then your payments will be automatically initiated by us in accordance with this Agreement. PLEASE NOTE: If you revoke your Debit Card and/or ACH authorization, then you authorize us to initiate your scheduled payments by remotely created check or as otherwise set forth in this Agreement. If you elect to mail your payments by certified check or money order (i) all payments must be mailed to: P.O. Box 170, Finley, CA 95435 and (ii) payment must reach this address by the scheduled Due Date. Please contact us at 1-877-596-1340 for other payment methods that may be available. Regardless of the payment method used, a payment must be received by us on or before the scheduled Due Date. Payments will be applied first to finance charges, then principal, then to any late charges or returned payment fees.

**VERIFICATION:** You certify that the 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, income and bank account details as may be necessary to process your application for a loan determine Due Dates and administer your account with us. You specifically authorize us to use information you provided us, including your social security number and/or bank account number, to verify information in your Bank Account through telephone 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:** If you elected to receive funding and make payments by ACH credit and debit on the Disbursement and Payment Choice Authorization then you authorize us, and our successors and assigns, to initiate an automatic credit entry of the loan proceeds and automatic debit entries for payments in accordance with this Agreement and to your Bank Account as identified below (your "Bank Account"):

**BANK ACCOUNT:** Bank Routing Number: [REDACTED] and Bank Account Number: [REDACTED]

You 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.

You also agree that we will initiate debit entries to effectuate debits on each scheduled payment date 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/or late charges in the amounts set forth in your Agreement with us. You authorize us to re-initiate any ACH up to two additional time for the same amount if the ACH is dishonored.

You may revoke this authorization by contacting us in writing at [cs@greenarrowloans.com](mailto:cs@greenarrowloans.com) or by phone at 1-877-596-1340. You must contact us at least three (3) business days prior to when you wish the authorization to terminate. If you revoke your ACH authorization, we will also consider that a revocation of your Debit Card authorization below. If you revoke the ACH authorization, you authorize us to make your payments by remotely created checks as set forth below.

You have the right to receive notice of all transfers varying in amount from the range specified below. You acknowledge that we elected to offer you a specified range of amounts 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/or any late charges you may owe under this Agreement. For any recurring electronic



Authorization 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/or current information. You agree that the debit entries authorized herein are voluntary, and that certain entries will recur 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.

In addition, if (1) we cannot process your authorized ACH debits for any reason other than revocation, (2) you specifically request that we debit your Debit Card, or (3) you default on a payment, then you also authorize us, and our successors and assigns, to initiate automatic debit entries for payments in accordance with this Agreement to your Debit Card. You agree we will initiate debit entries to effectuate debits to your Debit Card on each scheduled payment date or thereafter for the scheduled amount, or any lesser amount you owe. You further authorize us to initiate a separate debit to your Debit Card for any applicable returned payment and/or late charges in the amounts set forth in this Agreement. If the debit entries are dishonored, you authorize us to initiate separate debit entries for the dishonored amount or lesser amounts in increments of \$25 until the amount owing is paid in full.

You may revoke this authorization by contacting us in writing at [cs@greenarrowloans.com](mailto:cs@greenarrowloans.com) or by phone at 1-877-596-1340. You must contact us at least 3 days prior to when you wish the authorization to terminate. If you revoke the Debit Card authorization, you authorize us to make your payments by remotely created checks as set forth below.

You have the right to receive notice of all transfers varying in amount. You acknowledge that we elected to offer you a specified range of amounts for the recurring electronic debiting (in lieu of providing the notice of transfers in varying in amount). The amount of any 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/or any late charges you may owe under this Agreement. For any recurring debit outside of this specified range, we will send you a notice. Therefore, by agreeing to the terms of this Debit Card Authorization you choose to only receive notice when a recurring debit amount exceeds the range specified. You also authorize us to verify all of the information that you have provided, including past and/or current information. You agree that the debit entries authorized herein are voluntary, and that certain entries will recur at substantially regular intervals. If there is any missing or erroneous information in or with your loan application regarding your Debit Card, then you authorize us to verify and correct such information. If any payment cannot be obtained by your Debit Card, you remain responsible for such payment and any resulting fees under the Agreement.

**REMOTELY CREATED CHECK AUTHORIZATION:** If (1) you have specifically elected to make your payments by remotely-created check, (2) you elected to receive funding and make payments by Debit Card or ACH credit and debit and you subsequently revoke either authorization, (3) we are unable to process your payments by Debit Card or ACH for any reason, or (4) 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 the Bank or other financial institution in the amount of each payment owing to us under this Agreement on or after each scheduled payment date ("Remotely Created Check"), otherwise known as a demand draft, telecheck, preauthorized draft or paper draft. If a Remotely Created Check is returned unpaid by the Bank or other financial institution, then you authorize us to create and submit a remotely created check for any 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 originally elected to make your payments by remotely created check, originally selected Debit Card or ACH as your funding and payment method and then you revoked either authorization, we are unable to process your payments by either method 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, or obtain recrediting of amounts we obtained via a Remotely Created Check, contact us by calling: 1-877-596-1340.

**CHECK CONVERSION NOTIFICATION:** If you provide a check as payment, you authorize us 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.

**ASSIGNMENT:** This Loan Agreement may not be assigned by you. We may assign or transfer this Loan Agreement and our related rights and obligations without notice to you and your consent is not required if we make such an assignment or transfer.

**DEFAULT; ACCELERATION & REMEDIES:** You will be in default under this Agreement if you do not pay us a scheduled payment or any other amounts you owe us when due or your chosen payment method is stopped, denied or otherwise dishonored. In the event of a default, we may require immediate payment in full of all sums due under this Loan Agreement to the maximum extent allowable by Governing Law. If you are in default and you authorized debits from Your Bank Account, we reserve the right to debit Your Bank Account or debit card, as applicable, in an amount that represents payment in full of the amount that you owe us at time of default. Additionally, if you do not cooperate with us on repaying your debt to us, we may submit your name to a collection agency and we may also report the incident to a consumer reporting agency database. This may negatively impact your ability to write checks or to receive loans or advances from other companies.

**LATE CHARGE:** You agree to pay a late charge of \$30 if a payment is 5 days or more late. If you authorized debits from Your

late charges.

**REFUSED INSTRUMENT CHARGE:** If your payment method is stopped, denied or otherwise dishonored, then you agree to pay us a fee of \$30. If you authorized debits from either Your Bank Account or debit card in your Payment Choice Authorization, you agree that we may debit your Bank Account or debit card, as applicable, for any refused instrument charges. Your refused instrument may also cause your payment to be late which could result in your having to also pay a late charge.

**CONSUMER REPORTS:** You authorize us to obtain consumer reports about you now or in the future as long as you owe us money under this Loan Agreement.

**GOVERNING LAW:** The laws of the Tribe and federal law, as applicable will govern this Loan Agreement, without regard to the laws of any state, including the conflict of laws rules of any state. You agree to be bound by Tribal law, and in the event of a bona fide dispute between you and us, Tribal law and applicable federal law shall exclusively apply to such dispute.

**SOVEREIGN IMMUNITY:** This Loan Agreement and all related documents are being submitted by you to us as an economic arm, instrumentality, and wholly-owned and operated business of the Tribe. The Tribe is a federally recognized American Indian Tribe and enjoys governmental sovereign immunity. Because we and the Tribe are entitled to sovereign immunity, you will be limited as to what claims, if any, you may be able to assert against the Tribe and us. To encourage resolution of consumer complaints, any complaint may be submitted by you or on your behalf to the Tribe for review as described under the Agreement to Arbitrate below.

**PRESERVATION OF SOVEREIGN IMMUNITY:** It is the express intention of the Tribe and us operating as an economic arm of the Tribe, to fully preserve, and not waive either in whole or in part, exclusive jurisdiction, sovereign governmental immunity, and any other rights, titles, privileges, and immunities, to which we and the Tribe are entitled. To protect and preserve the rights of the parties, no person may assume a waiver of sovereign immunity. No waiver is or can be made except by express written declaration of the Tribe's governing body specifically authorizing a waiver for the matter in question. No such waiver has been made with respect to either your Loan Agreement or your Disbursement and Payment Choice Authorization.

**MILITARY LENDING:** By signing this Agreement you certify that you are not a member of the military or the spouse/dependent of a military member. Specifically, you certify that you are not, and you are not the spouse or dependent of a regular 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 30 days or fewer, or servicing on Active Guard or Reserve Duty. (Dependents include the member's spouse, child under the age of 18 years old or an individual for whom the member provided more than one half of their financial support for 180 days preceding the date of this Agreement).

**TRIBAL HOTLINE:** If you have already contacted Customer Service in an attempt to resolve an issue or concern and still need additional assistance, please contact the Tribal Consumer Financial Services at 1-855-227-8301 between the hours of 9am and 5pm Pacific Time.

**WAIVER OF CLASS ACTIONS, REPRESENTATIVE ACTIONS, AND JURY TRIAL:** Class actions, other similar representative procedures and consolidation of claims are NOT available under your Loan Agreement. You understand and agree that you may not serve as a representative, as a private attorney general, or in any other representative capacity, nor participate as a member of a class of claimants in any proceeding with respect to any Dispute. Further, you understand and agree that (i) you may not join your Dispute with others, (ii) you must resolve your Dispute(s) separately, and (iii) you will not assert or claim any right to a jury trial.

#### **AGREEMENT TO ARBITRATE:**

**PLEASE READ CAREFULLY THIS AGREEMENT TO ARBITRATE. UNLESS YOU EXERCISE YOUR RIGHT TO OPT-OUT OF ARBITRATION AS DESCRIBED HEREIN, YOU AGREE THAT ANY DISPUTE YOU HAVE REALTED TO THIS AGREEMENT WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO HAVE A JURY OR JUDGE RESOLVE YOUR DISPUTE. OTHER RIGHTS THAT YOU WOULD HAVE HAD IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE IN ARBITRATION.**

**Right to Opt Out.** If you do not agree to arbitrate all Disputes (as defined herein) in accordance with the terms and conditions of this arbitration agreement ("Agreement to Arbitrate") you may advise us in writing either by (a) mailing a letter to P.O. Box 170, Finley, CA 95435 no later than thirty (30) days following the date of this Agreement. Your opt-out correspondence must clearly print or type your name, Loan Number and state that you reject arbitration. Your rejection of arbitration will not be effective if it is not in writing or is dated later than thirty (30) days following the date of this Loan Agreement. It is not sufficient to telephone us. In the event you opt out of the Agreement to Arbitrate, any Disputes shall nonetheless be governed under Tribal Law and applicable federal law—not the law of your state—and must be brought within the Tribal Dispute Resolution Procedure adopted by the Tribe's Consumer Financial Services Regulatory Authority, which may be obtained by contacting the Regulatory Authority at 2726 Mission Rancheria Rd., Lakeport, CA 95453.

**Agreement to Arbitrate.** Before providing us a Notice of Dispute (defined below) and initiating arbitration, you agree to first submit your Dispute (defined below) informally to our customer service by contacting us at 1-877-596-1340. Upon receipt of such correspondence, we will gather sufficient facts regarding your issue and inform you of our determination as soon as



reasonably practicable. Should our determination not resolve the Dispute, you and we agree that the Dispute will be resolved in arbitration.

**What Arbitration Is.** "Arbitration" is having an independent third party resolve a Dispute, as defined below. The parties in arbitration waive any right to trial before a court and a jury and agree, instead, to submit their Dispute to the neutral third party (the arbitrator) for a binding decision. Each party to the Dispute has an opportunity to present evidence to the arbitrator. Arbitration proceedings are private and less formal than trial in court. Discovery processes may be limited or unavailable. The arbitrator will issue a final and binding decision resolving the Dispute, which may be enforced in court as a judgment.

**Delegation of All Disputes.** A "Dispute" is any claim or controversy of any kind between you and us or otherwise involving this Agreement or the Loan. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all federal, state or Tribal Law claims or demands (whether past, present, or future), based on any legal or equitable theory and regardless of the type of relief sought (i.e., money, injunctive relief, or declaratory relief). A Dispute includes any issue concerning the validity, enforceability, or scope of this Agreement or this Agreement to Arbitrate.

**How Arbitration Works.** If a Dispute arises, the party asserting the claim or demand must initiate arbitration, provided you and we cannot first resolve the issue informally or through customary business methods. A party who intends to seek arbitration must first send to the other a Notice of Dispute ("Notice"). You may send the Notice to us at P.O. Box 170, Finley, CA 95435. The Notice must (a) have the subject heading "Notice of Dispute"; (b) describe the nature and basis of the claim or Dispute; and (c) set forth the specific relief sought (Demand). If you and we do not resolve the claim within thirty (30) days after the Notice is received, you or we may commence an arbitration proceeding. The party requesting arbitration must choose either of the following arbitration firms for initiating and conducting arbitration: the American Arbitration Association ("AAA") or JAMS, The Resolution Experts ("JAMS"). If you claim you have a Dispute with us, but do not initiate arbitration or select an arbitration firm, we may do so. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating arbitration by contacting them as follows:

American Arbitration Association	JAMS, The Resolution Experts
335 Madison Avenue., Floor 10	1920 Main St., Suite 300
New York, NY 10017-4605	Irvine, CA 92614
Website: <a href="http://adr.org">adr.org</a>	Website: <a href="http://jamsadr.org">jamsadr.org</a>
Telephone: (800) 778-7879	Telephone: (800) 352-5267

The policies and procedures of the selected arbitration firm applicable to consumer transactions will apply provided such policies and procedures do not contradict this Agreement to Arbitrate, applicable federal law or Tribal Law. To the extent the arbitration firm's policies or procedures are different than the terms of this Agreement to Arbitrate, the terms of this Agreement to Arbitrate will apply, so long as the differences are consistent with applicable federal or Tribal laws.

**What Arbitration Costs.** No matter which party initiates the arbitration, we will advance or reimburse filing fees and other costs or fees of arbitration for all non-frivolous claims, provided each party will be initially responsible for its own attorneys' fees and related costs. Unless prohibited by Tribal Law or applicable federal law, the arbitrator may award fees, costs, and reasonable attorneys' fees to you if you substantially prevail in the arbitration.

**Location of Arbitration.** Any arbitration under this Agreement to Arbitrate may be conducted either on Tribal land or within thirty (30) miles of your current residence, at your choice, provided that this accommodation for you shall not be construed in any way (a) as a relinquishment or waiver of the sovereign status or immunity of us or the Tribe; (b) to allow for the application of any law other than Tribal Law and applicable federal law; or (c) to constitute a transaction of business in any place other than the Tribe's Tribal lands. Any party may participate in arbitration exclusively by telephonic or other electronic means.

**Waiver of Certain Rights.** By entering into this Agreement to Arbitrate, you acknowledge and agree that you are waiving your right to (a) have a jury trial to resolve Disputes; (b) have a court resolve Disputes; (c) participate in a class action lawsuit or private attorney general action; and (d) have access to discovery and other procedures that are available in a lawsuit. The arbitrator has the ability to award all remedies available under Tribal Law and applicable federal law, whether at law or in equity, to the prevailing party, except that you and we agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving individual Disputes. The arbitrator may award such remedies only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If the arbitrator refuses to enforce the class-wide arbitration waiver, the Parties agree that the Dispute will proceed pursuant to the Tribal Dispute Resolution Procedure



set forth in this Agreement, not as a class action lawsuit. As an integral component of accepting this Agreement, you irrevocably consent to the Tribe's jurisdiction for the purposes of this Agreement.

**Applicable Law and Judicial Review.** The arbitrator shall apply Tribal Law, applicable federal law, and the terms of this Agreement, including this Agreement to Arbitrate and the waivers included herein. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim, motion for summary judgment, or similar dispositive motions. The arbitrator shall make written findings and the arbitrator's award shall be supported by substantial evidence and must be consistent with this Agreement, Tribal Law, and applicable federal law. Unless you and we agree otherwise, during the arbitration, the amount of any settlement offer made by us or you shall not be disclosed to the arbitrator.

**Non-Waiver of Federal Statutory Rights.** You acknowledge and understand that by entering into this Agreement and Agreement to Arbitrate, you are not waiving any of your applicable federal statutory rights.

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

## CONSENT TO ELECTRONIC COMMUNICATIONS

The following terms and conditions govern electronic communications in connection with this Loan Agreement and the transaction evidenced by this Loan Agreement (this "Consent"). By electronically signing this Loan Agreement by clicking the "I AGREE" button and entering your name below, you are confirming that you have agreed to the terms and conditions of this Consent and that you have the ability to download or print a copy of this Consent for your records. You agree that:

- Any disclosure, notice, record or other type of information that is provided to you in connection with your transaction with us, including but not limited to, this Loan Agreement, this Consent, disclosures, change-in-term notices, fee and transaction information, statements, delayed disbursement letters, notices of adverse action, and transaction information (collectively, "Communications"), may be sent to you electronically by sending it to you by e-mail or by posting the information at our web site, <https://www.greenarrowloans.com>.
- We will not be obligated to provide any Communication to you in paper form unless you specifically request us to do so. If you request a paper copy, then we will provide it at no charge.
- You may obtain a copy of any Communication by contacting us at <https://www.greenarrowloans.com>, writing to us at [cs@greenarrowloans.com](mailto:cs@greenarrowloans.com), or by calling us at 1-877-596-1340. You also can withdraw your consent to ongoing electronic communications in the same manner, and ask that they be sent to you in paper or non-electronic form.
- You agree to provide us with your current e-mail address for notices at the address or phone number indicated above. If your e-mail address changes, you must send us a notice of the new address by writing to us or sending us an e-mail, using secure messaging, at least 5 days before the change.
- In order to receive electronic communications in connection with this transaction, you will need a working connection to the Internet. Your browser must support the Secure Sockets Layer (SSL) protocol. SSL provides a secure channel to send and receive data over the Internet. Microsoft Internet Explorer 6 or equivalent browser and above supports this feature. You will also need either a printer connected to your computer to print disclosures/notices or sufficient hard drive space available to save the information (e.g., 1 megabyte or more). You must have your own Internet service provider. We may amend (add to, delete or change) the terms of this Consent to electronic communication by providing you with advance notice.

## CONSENT TO RECEIVE OF TEXT MESSAGES

As used in this Consent, "Text Message" means any text messaging communication from us to you pertaining to your loan, including but not limited to payment information, account information, due dates, delinquent accounts, and program updates relating to your loan, but excluding advertising or telemarketing Text Messages. All Text Messages from us in electronic format to you will be considered "in writing."

- How To Unsubscribe:** You may withdraw your consent to receive Text Messages by calling us at 1-877-596-1340 or emailing us at [cs@greenarrowloans.com](mailto:cs@greenarrowloans.com). At our option, we may treat your provision of an invalid mobile phone number, or the subsequent malfunction of a previously valid mobile phone number, as a withdrawal of your consent to receive Text Messages. We will not impose any fee upon you to process the withdrawal of your consent to receive Text Messages. Any withdrawal of your consent to use Text Messages will be effective only after we have a reasonable period of time to process your withdrawal.
- In order to access, view, and retain Text Messages that we make available to you, you must have: (1) a Text Message-capable mobile phone, (2) an active mobile phone account with a communication service provider; and (3) sufficient storage capacity on your mobile phone.
- To request additional information, contact us by telephone at 1-877-596-1340
- The services are available from most of the carriers that offer Text Messaging. Consult your mobile service carrier to confirm that they offer Text Messaging.
- There is no service fee for Text Messages but you are responsible for all charges imposed by your communications service provider, such as fees associated with Text Messaging. Consult your mobile service carrier's pricing plan to determine the charges for sending and receiving Text Messages. These charges will appear on your phone bill. Message frequency depends on account settings.
- You agree that we may send any Text Messages related to your loan through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity. You agree to indemnify, defend and hold us harmless from and against all claims, losses, liability, 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 relating to Text Messages. Your obligation under this paragraph shall survive termination of this Loan Agreement. You agree that Text Messages are provided for your convenience only.
- Receipt of each Text Message may be delayed or impacted by factors pertaining to your communications service provider. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the Text Messages sent by us.
- We may modify or terminate our Text Messaging services from time to time, for any reason, with or without notice, and

**CONSENT TO RECEIVE ADVERTISING OR TELEMARKETING TEXT MESSAGES AND TELEPHONE CALLS**

By signing this section, you consent to our sending you advertising and telemarketing Text Messages to the mobile phone number you have provided below. You also consent to advertising or our making advertising or telemarketing calls to you at your mobile phone number using automatic telephone dialing system or an artificial or prerecorded voice.

☒ You signing this section will be deemed to be your signature acknowledging your consent to receive advertising and telemarketing Text Messages and telephone calls as described above to your mobile phone at No Opt Phone Number

You are not required to consent to advertising or telemarketing Text Messages or calls to obtain credit or other services from us. At any time, you may withdraw your consent to receive marketing text messages or marketing calls to the mobile number provided by calling us at 1-877-596-1340 or emailing us at [cs@greenarrowloans.com](mailto:cs@greenarrowloans.com)

You understand that: any Text Messages we send you may be accessed by anyone with access to your Text Messages; and your mobile phone service provider may charge you fees for Text Messages that we send you, and you agree that we shall have no liability for the cost of any Text Messages.

**SIGNATURE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS**

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

- THE TRIBAL DISPUTE RESOLUTION PROCEDURES PROVISION
- THE CONSENT TO ELECTRONIC COMMUNICATIONS
- THE CONSENT TO RECEIVE TEXT MESSAGES

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

[I AGREE] Print Name: *Surah Ruffield*  
Please type your name above

Date: 07/13/2023

DISBURSMENT AND PAYMENT CHOICE AUTHORIZATION FOR Green Arrow Solutions

Loan #: [REDACTED] 71

REVIEW VERY CAREFULLY BEFORE EXECUTING THE LOAN AGREEMENT  
DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION

By electronically signing this Disbursement and Payment Choice Authorization below, you voluntarily authorize us to initiate disbursement credits and payment debits you have authorized. This Disbursement and Payment Choice Authorization is a part of and relates to the Loan Agreement dated 07/13/2023 (the "Loan Agreement"). The words "you" and "your" mean the borrower who has electronically signed this Disbursement and Payment Choice Authorization. The words "we", "us" and "our" mean Green Arrow Solutions, Credit and our successors and assigns.

Disbursements to Your Bank Account. Unless otherwise agreed, disbursement credits of your loan proceeds will be made to the following bank account ("Your Bank Account"):

YOUR BANK ACCOUNT INFO:	
Bank Name:	██████████
Transit ABA Number:	██████████
Deposit Account Number:	██████████
We will make these disbursement credits as you authorize below, and by using any commercially available method we choose, such as (but not limited to) Automated Clearing House (ACH) entries, wire transfers, or transactions through your debit card accessing Your Bank Account. As a data security measure, you will separately provide us with your debit card information.	

Your Payment Choice (check applicable boxes):

☐ Payments You will Make Directly. You agree to make each of your scheduled payments in your payment schedule in the Truth in Lending Disclosures above by cashier's check, money order or bill pay service through your bank, that we receive no later than your payment due date to:

Green Arrow Solutions  
P.O. Box 170  
Finley, CA 95435

- ☒ Automatic Payment From Your Bank Account via ACH  
☐ Remotely Created Check from your Bank Account (RCC)  
☐ Automatic Payment From Your Bank Account via Debit Card

You authorize us to process payment debit entries out of Your Bank Account as elected by You in this Loan Agreement through ACH or debit card. You specifically authorize us to use the selected methods to process debit entries from Your Bank Account for your scheduled payments in your payment schedule below plus any late charges, returned payment fees. You authorize us to re-initiate any ACH up to two additional times for the same amount if the ACH is dishonored. You authorize us to utilize debit entries or RCC transactions from Your Bank Account pursuant to the payment schedule below.



Number of Payments	Payment Due	Payment Date
1	\$103.67	07/28/2023
1	\$103.67	08/11/2023
1	\$103.67	08/25/2023
1	\$103.67	09/08/2023
1	\$103.67	09/22/2023
1	\$103.67	10/06/2023
1	\$103.67	10/20/2023
1	\$103.67	11/03/2023
1	\$103.45	11/17/2023

If you are in default, you authorize us to process a one-time automatic debit entries 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 in the event of default, only for the outstanding amount owing at the time of acceleration, and within a reasonable time after default, pay all principal, finance charges and other amounts due to us as provided in the Loan Agreement. You authorize us to re-initiate the debit entry up to two additional times if the debit entry is returned unpaid.

You agree that this Disbursement and Payment Choice Authorization will remain in effect until your loan, including principal, finance charges and other charges, is paid in full. However, you may revoke the above authorization by contacting us directly at 1-877-596-1340 or [cs@greenarrowloans.com](mailto:cs@greenarrowloans.com). If you revoke your authorization, you agree to make payments directly to us as explained above.

BY TYPING YOUR NAME AND TODAY'S DATE AND CLICKING THE "I AGREE" BUTTON BELOW, YOU ARE ELECTRONICALLY SIGNING THIS DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION AND AGREEING TO ALL THE TERMS OF THIS AUTHORIZATION.

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

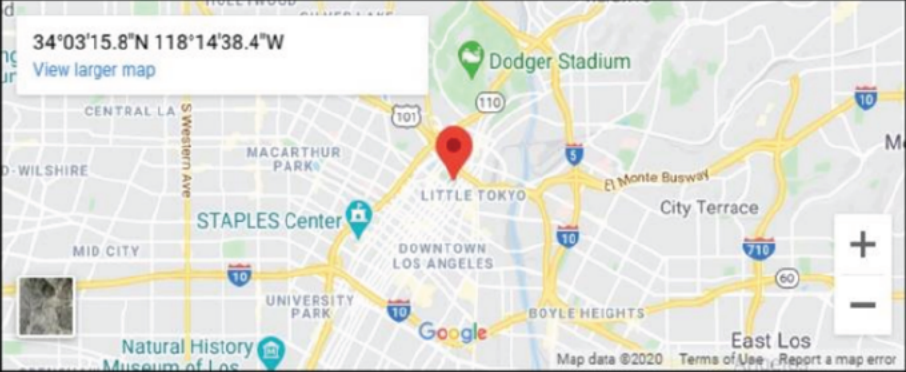
[I AGREE] Print Name: *Sarah Rehfeldt*

Date: 07/13/2023

Please type your name above

# **EXHIBIT B**

Where is greenarrowloans.com hosted?



34°03'15.8"N 118°14'38.4"W  
[View larger map](#)

Server IP: 199.83.133.10

ASN: AS19551

ISP: Incapsula Inc

Server Location: Los Angeles  
California, CA  
90009  
United States, US

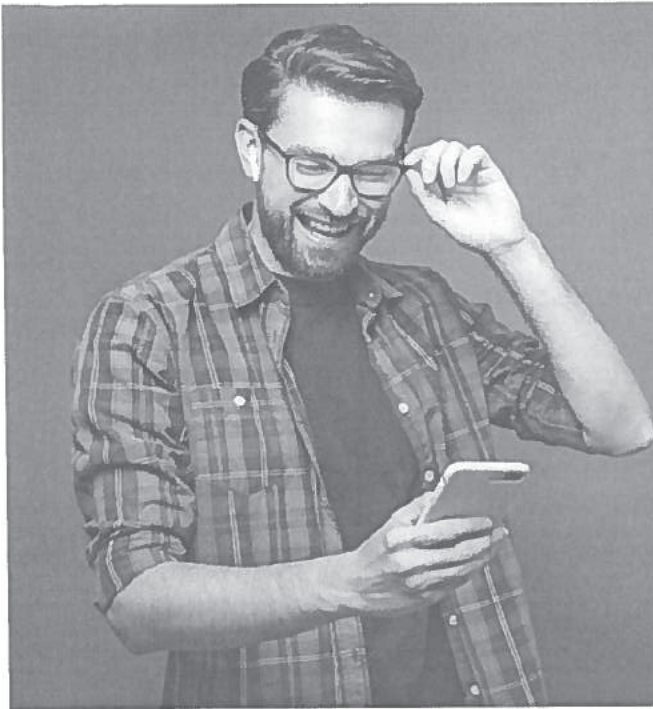
# **EXHIBIT C**



Greenarrow | Home


[Apply Now](#)
[Log in](#)

Need help?  
Call (877) 596-1340

[Home](#)
[Why Us?](#)
[Rates & Terms](#)
[FAQS](#)
[Contact Us](#)


## Welcome to Greenarrow Loans

We are ready to assist you with a term installment loan. Our friendly agents are trained to quickly identify your needs and find the best solution for you. Our verification process is simple and we will walk you through it, every step of the way

[Apply Now](#)
[Log In](#)

(877) 596-1340

## Quick Start

### Fill out the Form

Name  First  Last

Phone  Home  xxx  -  xxx  -  xxxx

Email  Email Address

By submitting your information, you agree to the terms of our Privacy Policy, Terms of Web Site Use, and special offers.

[Apply now!](#)

**Please note:** This is an expensive form of borrowing, and it is not intended to be a long-term financial solution. Greenarrow Loans' loans are designed to assist you in meeting your short-term borrowing needs and are not intended to be a long term financial solution. Examples of emergency reasons why these loans might be used include but not limited to: unexpected emergencies, car repair bills, medical care, or essential travel expenses.

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 [FAQS](#) | 
 Call Us: 1-877-596-1340

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Green Arrow Solutions is a Tribal enterprise, wholly owned and operated by the Big Valley Band of Pomo Indians, a federally-recognized American Indian tribe and sovereign government. Any Agreement entered into as a result of this Application shall be governed by applicable Tribal and federal law. This web site's contents do not signify a solicitation or offer for consumer loans in all states. Areas of operation may change with or without notice. Services mentioned on this site may or may not be available in your particular state. Each aspect of, communication, and transaction, with/on this site will be deemed to have occurred in Green Arrow's Big Valley Band of Pomo Indian Reservation offices, regardless of the location where you are accessing or viewing this site. All content, existing and/or submitted to and in association with this site will be considered Green Arrow's copyrighted property. All communications with the company are deemed confidential. Any unauthorized reproduction, distribution, or disclosure is prohibited without the company's express written consent.

\*1 Loan Applications processed and approved before 5pm MST Monday-Friday are typically funded on the next business day. Example: If your loan is processed and approved on Friday before 5pm MST, the loan will typically be funded on the following Monday. Deposit times may vary depending on your bank.

We do not always lend in every state. Our states of operation change frequently; please check back periodically to see if we are doing business in your state. We do not currently offer loans to customers in Arkansas, Colorado, Connecticut, Georgia, Illinois, Maryland, Minnesota, Montana, New Hampshire, New York, North Carolina, Pennsylvania, Puerto Rico, Vermont, Virginia, Washington, and West Virginia.

The Tribal Consumer Financial Services Regulatory Ordinance ("Ordinance") a substantive body of consumer finance laws which regulate businesses engaged in consumer financial services within the Tribe's reservation; and The Dodd-Frank Consumer Financial Protection Act.

Greenarrow | Home


[Apply Now](#)
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Need help?  
Call (877) 596-1340

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## Rates & Terms

### Loan Amounts

The minimum loan amount is \$200. The maximum loan amount for first time borrower is \$300. The maximum loan amount for other borrowers is \$1500.

### Cost of Loan

Short-term loans provide the cash needed to meet immediate short-term cash flow problems. They are not a solution for longer-term financial problems for which other kinds of financing (such as credit cards, an overdraft loan or a loan from friends or family) may be appropriate and affordable. You may want to discuss your financial situation with a nonprofit credit counseling service available to consumers experiencing financial problems in your community.

The total payments due and APR will be disclosed on your loan agreement. The payment schedule on your loan agreement will include the number of payments, payment amounts and payment dates for the duration of the loan. During the verification process, you will determine a re-payment plan that is best suitable for your situation and needs. For details on the specific fees of your loan, please see your loan agreement. Late fees and non-sufficient funds / returned item fees may apply as described in your loan agreement. You can log into your account and view your loan documents at any time. To log into your account click the login button.

### Cost of Credit

Below is an example of the payment plan we offer. Please note that we are flexible in our payment plans and strive to work with our customers on plans that will best fit their individual needs. An examples of the total payments charged on your loan are provided in the table below. To minimize the cost of your loan, we strongly recommend that you pay your loan in full or make additional payments as soon as you can. There are no penalties for early pay.

The specific rates and terms vary based on loan amount and loan duration. The Annual Percentage Rate and other loan terms will be clearly detailed in your loan agreement. Our customer service representatives will thoroughly review your loan terms with you before your loan is funded.

### Example

The chart below is an illustrative example showing the cost of a \$300.00 funded loan.

Annual Percentage Rate	Finance Charge	Amount Financed	Total Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
825.00%	\$615.12	\$300.00	\$915.12

### Payment Schedule

Number of Payments	Amount Due	Due Date
1	\$101.68	07/31/2017
1	\$101.68	08/14/2017
1	\$101.68	08/28/2017
1	\$101.68	09/11/2017
1	\$101.68	09/25/2017
1	\$101.68	10/09/2017
1	\$101.68	10/23/2017
1	\$101.68	11/06/2017
1	\$101.68	11/20/2017

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We do not always lend in every state. Our states of operation change frequently; please check back periodically to see if we are doing business in your state. We do not currently offer loans to customers in Arkansas, Colorado, Connecticut, Georgia, Illinois, Maryland, Minnesota, Montana, New Hampshire, New York, North Carolina, Pennsylvania, Puerto Rico, Vermont, Virginia, Washington, and West Virginia.

The Tribal Consumer Financial Services Regulatory Ordinance ("Ordinance") a substantive body of consumer finance laws which regulate businesses engaged in consumer financial services within the Tribe's reservation; and The Dodd-Frank Consumer Financial Protection Act.

## 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

Sarah Rehfeldt, on behalf of Plaintiff and a class

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

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

Edelman, Combs, Lattuner & Goodwin, LLC  
20 S. Clark St., Ste. 1500, Chicago, IL 60603

## DEFENDANTS

Green Arrow Solutions, d/b/a Green Arrow Loans, et al.

County of Residence of First Listed Defendant \_\_\_\_\_  
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

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

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

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

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

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

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input checked="" type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education <b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

## 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. § 1964Brief description of cause:  
To secure redress for usurious and illegal loans

## 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

SIGNATURE OF ATTORNEY OF RECORD

October 4, 2023

s/ Daniel A. Edelman

## FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_



# INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

## Authority For Civil Cover Sheet

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

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
  - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
  - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

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

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:



AO 440 (Rev. 06/12) Summons in a Civil Action

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UNITED STATES DISTRICT COURT

for the

Southern District of Indiana

Sarah Rehfeldt, on behalf of Plaintiff and a class,

\_\_\_\_\_  
*Plaintiff(s)*

v.

Green Arrow Solutions, d/b/a Green Arrow Loans;  
Integra Financial Services, LLC; Nevada Impact  
Management, LLC; Dan Shaw; Greg Jones; John  
Does 1-10

\_\_\_\_\_  
*Defendant(s)*

)  
)  
)  
)  
)  
) Civil Action No.  
)  
)  
)  
)  
)  
)

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)* Integra Financial Services, LLC  
c/o Registered Agent, Registered Agent Inc.  
401 Ryland St., Ste. 200-A  
Reno, NV 89502

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Edelman, Combs, Lattuner & Goodwin, LLC  
20 South Clark Street, Suite 1500  
Chicago, IL 60603-1824  
(312) 739-4200

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

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 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

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I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

Signature of Clerk or Deputy Clerk

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Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

Signature of Clerk or Deputy Clerk

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Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: