

ASSURANCE OF VOLUNTARY COMPLIANCE

Background

Sierra Financial, LLC d/b/a Sierra Financial, and/or Tall Grass Finance and/or formerly doing business as Sierra Lending, LLC is an online lending company incorporated under the laws of the Iipay Nation of Santa Ysabel (the "Tribe"). For purposes of this Assurance of Voluntary Compliance ("AVC"), "Sierra Financial" includes Sierra Financial, LLC, its President/CEO, Andrej Dominguez, the Chairperson of the Tribe, Chairperson Brandie Taylor, and their successors, current and successor agents, employees, officers and attorneys, and anyone acting in concert with them, and any future person or entity that operates as an arm or instrumentality of the Tribe. Sierra Financial and the Michigan Department of Attorney General, Corporate Oversight Division ("COD") shall collectively be referred to as "the Parties."

Sierra Financial has operated for several years and continues to offer online loans to Michigan residents. On October 18, 2019, COD filed a lawsuit and a motion for preliminary injunction in the United States District Court Eastern District of Michigan, Case Number 2:19-cv-13078, making various allegations related to Sierra Financial's online lending activity and interest rates. Chairperson Taylor and Andrej Dominguez filed a motion to dismiss and a response to the motion for preliminary injunction, which deny COD's allegations as untrue.

Now, in order to avoid further litigation costs and uncertainties related to litigation, and with no admission of fault or wrongdoing by any party, the Parties have agreed to resolve this matter through this AVC.

Terms

The terms of this AVC are as follows:

1. Sierra Financial will discontinue marketing, offering, issuing, or otherwise making new loans to Michigan residents as of the effective date of this AVC, except as otherwise provided in this AVC.
2. Sierra Financial, and/or a future or successor person or entity incorporated under the laws of the Tribe or acting as an arm or instrumentality of the Tribe, will provide the Michigan Department of Attorney General with notice 120 days before recommencing marketing, offering, issuing, or otherwise making new loans to Michigan residents. Such notice shall be in writing and describe the loans, and include the loan terms and conditions, interest rates, and notice provisions provided to potential borrowers. The notice shall be sent to:

Division Chief, Corporate Oversight Division
525 West Ottawa Street
PO Box 30736
Lansing, MI 48909

3. Upon receipt of the notice described in Paragraph 2, the Attorney General reserves the right to file a lawsuit against Sierra Financial relating to the marketing, offering, issuing, or otherwise making new loans to Michigan residents described in the notice.
4. Sierra Financial may continue servicing and collecting on loans to Michigan residents outstanding as of the effective date of this AVC subject to the following:
 - a. Notwithstanding the balances owed by Michigan residents, Sierra Financial may only continue collections until Michigan residents have repaid the principal amount borrowed.
 - b. All money collected shall be applied towards the principal amount borrowed.
5. Sierra Financial is making the assurances contained in this AVC in reliance upon an assurance that COD will stipulate to dismiss the lawsuit filed in the Eastern District of Michigan, Case Number 2:19-cv-13078, without prejudice, and without costs or fees to either party. Concurrent with this AVC, COD is presenting to Sierra Financial an executed copy of the stipulated order of dismissal included as Attachment A to this AVC. COD will file the stipulated order of dismissal promptly after the effective date of this AVC.
6. In consideration for the assurances made in this AVC, COD releases and discharges Chairwoman Taylor, Andrej Dominguez, Sierra Financial, and the Tribe and any of their parent entities, affiliates, subsidiaries, predecessors, successors or assigns, and each and all of its past or present officers, directors, associates, shareholders, controlling persons, representatives, employees, attorneys, counselors, advisors, service providers or agents (collectively "Released Parties"), from any and all claims, demands, rights, actions, causes of action, and liabilities, of any kind or nature whatsoever, including, without limitation, those that are related to, arise from, connected to or based directly or indirectly on the claims in the lawsuit filed in the Eastern District of Michigan, Case Number 2:19-cv-13078. COD shall not file a new action relating to any matters that were, or could have been, raised in the lawsuit filed in the Eastern District of Michigan, Case Number 2:19-cv-13078, except as described in paragraph 8 of this AVC. This assurance does not bind any other agencies, boards, commissions, or offices of the State of Michigan. This assurance shall not be construed as a waiver or release of claims asserted or that may be asserted by individual consumers. The

release outlined in this paragraph does not release any lawsuit that the Attorney General may file against Sierra Financial relating to the marketing, offering, issuing, or otherwise making new loans to Michigan residents after the effective date of this AVC. Such a lawsuit is specifically reserved as described in paragraph 3 of this AVC.

7. In consideration for the dismissal of the lawsuit, Sierra Financial releases and discharges the Michigan Department of Attorney General and any of its predecessors, successors, or assigns, and each and all of its past or present representatives, employees, attorneys, counselors, advisors, or agents, from any and all claims, demands, rights, actions, causes of action, and liabilities, of any kind or nature whatsoever, including, without limitation, those that are related to, arise from, connected to or based directly or indirectly on the claims in the lawsuit filed in the Eastern District of Michigan, Case Number 2:19-cv-13078.
8. If Sierra Financial does not act in accordance with these assurances, the release of claims described in paragraph 6 shall be void and the Attorney General shall not be bound by the terms of this AVC.
9. The Parties acknowledge and agree that this AVC contains the entire understanding of the Parties and supersedes and forever terminates all prior and contemporaneous representations, promises, agreements, understandings, and negotiations, whether oral or written, with respect to its subject matter. The Parties further agree that this AVC may only be amended, modified, or supplemented by a duly executed writing signed by each party.
10. The signatories to this AVC represent and warrant that they have the legal capacity and authority to enter into this AVC on behalf of Sierra Financial and COD.
11. No Admission. This AVC is not an admission of liability or wrongdoing by Andrej Dominguez, Chairwoman Taylor, Sierra Financial, the Tribe or the Released Parties on the allegations made by the COD. Andrej Dominguez, Chairwoman Taylor, Sierra Financial, the Tribe and the Released Parties do not admit the allegations made by the COD.
12. Third-Party Actions. It is the intent and understanding between the Parties that this AVC does not create any private rights or remedies against Andrej Dominguez, Chairwoman Taylor, Sierra Financial, the Tribe or the Released Parties or create any liability for Andrej Dominguez, Chairwoman Taylor, Sierra Financial, the Tribe or the Released Parties or limit defenses of Andrej Dominguez, Chairwoman Taylor, Sierra Financial, Tribe or the Released

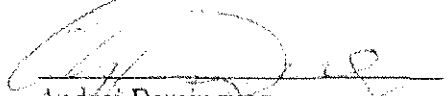
Parties against any person, entity or governmental agency not a party to this AVC. Andrej Dominguez, Chairwoman Taylor, Sierra Financial, the Tribe or the Released Parties expressly reserve all defenses to all persons, entities and governmental agencies not a party to this AVC, including the defense of sovereign immunity.

13. Each person signing this AVC acknowledges and represents that: (a) they have read this AVC in its entirety and fully understand all of its terms, conditions, ramifications, and consequences; (b) they unconditionally consent to the terms of this AVC; (c) they have consulted with or had ample opportunity to consult with legal counsel of his, her, or its choosing prior to executing this AVC; (d) they have freely and voluntarily signed this AVC; and (e) the consideration received by each party as described in this AVC is adequate.
14. The Parties agree that facsimile or electronically-transmitted signatures may be submitted in connection with this AVC and are binding to the same extent as an original signature.

[This space intentionally left blank]

This AVC shall become effective once signed by Sierra Financial and signed as accepted by the representative of the Attorney General.

Assurances given by:



Andrej Dominguez
President, Sierra Financial, LLC


3-4-2020
Date



Brandie Taylor
Chairperson, Iipay Nation of Santa Ysabel

3-04-2020
Date


Acknowledged and reviewed by:



Paul M. Croker
Attorney for Andrej Dominguez and Brandie Taylor

3-5-2020
Date

Accepted and agreed to by:



Joseph Potchen
Division Chief, Corporate Oversight Division
Michigan Department of Attorney General

3/5/2020
Date