

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

ISIAH A. JONES, III, for himself and
others similarly situated,

Plaintiff,

v.,

JOSEPH WILDCAT, Sr.; NICOLE
CHAPMAN-REYNOLDS; EDMUND
PETERSON; CHRIS SOULIER;
PATRICIA MARQUEZ; PHILLIP
CHAPMAN, JR.; DAROLD LONDO;
RANDY SOULIER; MELISSA DOUD;
JESSI PHILLIPS LORENZO; &
JUANITA HUGULEY a/k/a JUANITA
GEORGE-HUGULEY, all defendants
named solely in their individual capacity,

Defendants.

No.

Plaintiff Requests Trial
By Jury

Class Action Complaint

The defendants in this case are a group of individuals who are all believed to play a role in the operation of one or more enterprises that together operate a usury scam that victimized Isiah Jones, III, and other citizens of Pennsylvania with internet loans at interest rates in excess of 600% A.P.R. Mr. Jones files this complaint for himself and others similarly situated for violation of the Racketeer Influenced and Corrupt Organizations Act (“RICO”), 18 U.S.C. § 1962(c), against the Individual Defendants solely in their personal capacities, and avers:

1. The plaintiff is Isiah Jones, III, a citizen of Pennsylvania residing at 721 Engle Street, Chester, PA 19013.
2. Joseph Wildcat, Sr., is a citizen of Wisconsin employed as president of the Lac Du Flambeau Tribe of Lake Superior Chippewa Indians (“LDF Tribe”), 418 Little

Pines, Lac du Flambeau WI 54538. As president of LDF Tribe, Mr. Wildcat is the chief administrator of all tribal affairs including the LDF Tribe's business ventures such as its Business Development Corporation and internet lending and loan servicing businesses it owns, controls, or manages.

3. Among other things, Mr. Wildcat is believed to have a role in the LDF Tribe's use of funds generated by its internet lending and loan servicing businesses, and he is believed to play a role in choosing board members for the LDF Tribe's business development corporation that services high interest loans for lending entities owned by the LDF Tribe and others. Mr. Wildcat is believed to be responsible authorizing, ratifying, or promoting the LDF Tribe's policy of collecting unlawful debt from citizens of Pennsylvania for the use of the LDF Tribe and its various enterprises.

4. Nicole Chapman-Reynolds is a citizen of Wisconsin employed as president of the board of directors Lac Du Flambeau Business Development Corporation ("LDF BDC"), 14284 Highway 70 W. P.O. Box 155, Lac Du Flambeau, WI 54538. Exhibit P-2 at 2.

5. Employed in this capacity Ms. Chapman-Reynolds is believed to be the chief policy maker for the LDF BDC, making and directing policies concerning the practices and procedures for internet lending and loan servicing businesses owned, controlled, or managed by the LDF BCD or by the LDF Tribe, including decisions relating to making and collecting loans from citizens of the Commonwealth of Pennsylvania. Ms. Chapman-Reynolds is believed to be responsible authorizing or ratifying LDF BCD's policy of collecting unlawful debt from citizens of Pennsylvania.

6. Edmund Peterson is a citizen of Wisconsin employed as vice president of the board of directors of the LDF BDC. Exhibit P-2 at 3. In that capacity, Mr. Peterson is believed to play a roll in setting and implementing policies for LDF BDC including policies for its online lending and loan servicing businesses, decisions relating to making and collecting loans from citizens of the Commonwealth of Pennsylvania. Mr. Peterson is believed to be responsible authorizing or ratifying LDF BCD's policy of collecting unlawful debt from citizens of Pennsylvania.

7. Chris Soulier is a citizen of Wisconsin employed as the treasurer on the board of directors of LDF BDC. Exhibit P-2 at 3. In that capacity, Mr. Soulier is believed to play a roll in setting policies for LDF BDC including policies for its online lending and loan servicing businesses, including decisions relating to making, collecting, and servicing loans from citizens of the Commonwealth of Pennsylvania. Mr. Soulier is believed to be responsible authorizing or ratifying LDF BCD's policy of collecting unlawful debt from citizens of Pennsylvania. As treasurer, Mr. Soulier is further believed to manage, account for, and distribute unlawful debt collected from borrowers in the Commonwealth of Pennsylvania.

8. Patricia Marquez is a citizen of Wisconsin employed as secretary on the board of directors of LDF BDC. Exhibit P-2 at 3. In that capacity, Ms. Marquez is believed to play a roll in setting policies for LDF BDC including policies for its online lending and loan servicing businesses that impact the collection and servicing of loans from citizens of the Commonwealth of Pennsylvania. Ms. Marquez is believed to be responsible authorizing or ratifying LDF BCD's policy of collecting unlawful debt from citizens of Pennsylvania.

9. Phillip Chapman, Jr., is a citizen of Wisconsin employed as a member at large on the board of directors of LDF BDC. Exhibit P-2 at 3. In that capacity, Mr. Chapman is believed to play a roll in setting policies for LDF BDC including policies for its online lending and loan servicing businesses that impact the collection and servicing of loans from citizens of the Commonwealth of Pennsylvania. Mr. Chapman is believed to be responsible authorizing or ratifying LDF BCD's policy of collecting unlawful debt from citizens of Pennsylvania.

10. Darold Londo is a citizen of Wisconsin employed as CEO of LDF BDC. Exhibit P-2 at 4. In that capacity, Mr. Londo is the most senior manager of LDF BDC responsible for all of its business enterprises, including its online lending and loan servicing businesses that make, collect, or service loans to citizens of Pennsylvania. Mr. Londo is believed to be responsible authorizing, ratifying, or managing LDF BCD's policy of collecting unlawful debt from citizens of Pennsylvania.

11. Randy Soulier is a citizen of Wisconsin employed as chief operating officer of LDF BDC. Exhibit P-2 at 4. In that capacity, Mr. Soulier is the most senior officer of LDF BDC responsible for operation of its business enterprises, including its online lending and loan servicing businesses that make, collect, or service high interest loans to citizens of Pennsylvania. Mr. Soulier is believed to be responsible authorizing, ratifying, or managing LDF BCD's policy of collecting unlawful debt from citizens of Pennsylvania.

12. Melissa Doud is a citizen of Wisconsin employed as director of corporate projects for LDF BDC. Exhibit P-2 at 4. In that capacity, Ms. Doud is believed to play a role in developing tribal lending products, services, and businesses, including

businesses that are making, collecting, or servicing loans to citizens of the Pennsylvania. Ms. Doud's biography indicates that she started her employment at LDF BCD at the call center from which LDF BCD makes, collects, and services loans to citizens of Pennsylvania. Ms. Doud is believed to be responsible authorizing, ratifying, or managing LDF BCD's policy of collecting unlawful debt from citizens of Pennsylvania.

13. Jessi Phillips Lorenzo is a citizen of either Florida or Wisconsin who is employed as president of LDF Holdings, LLC ("LDF Holdings"). Exhibit P-3 at 4. LDF Holdings, LLC, is believed to be a subsidiary of LDF BDC engaged in the business of internet lending as a servicer of high interest payday and installment loans from lenders owned by LDF Tribe or others, including a lender known as Ishwaawi, LLC, t/a RadiantCash.com that is wholly owned by the LDF Tribe directly or indirectly through LDF BDC. Ms. Lorenzo is believed to be directly responsible for authorizing, ratifying, or managing LDF BCD's policy of collecting unlawful debt from citizens of Pennsylvania.

14. As president of LDF Holdings, Jessi Phillips Lorenzo is believed to be directly responsible for managing the collection and servicing of high interest payday and installment loans from citizens of Pennsylvania.

15. Juanita Huguley a/k/a Juanita George-Huguley is a citizen of Wisconsin employed as operations director of LDF Holdings, LLC ("LDF Holdings"). Exhibit P-3 at 4. LDF Holdings, LLC, is believed to be a subsidiary of LDF BDC engaged in the business of internet lending as a servicer of high interest payday and installment loans from lenders owned by LDF Tribe or others, including a lender known as Ishwaawi, LLC, t/a RadiantCash.com that is wholly owned by the LDF Tribe directly or indirectly through LDF BDC. Mr. Huguley is believed to be directly responsible for

authorizing, ratifying, or managing LDF BCD's policy of collecting unlawful debt from citizens of Pennsylvania.

16. As operations director for LDF Holdings, Juanita Huguley is believed to be directly responsible for managing the collection and servicing of high interest payday and installment loans from citizens of Pennsylvania.

17. Joseph Wildcat, Sr., Nicole Chapman-Reynolds, Edmund Peterson, Chris Soulier, Patricia Marquez, Phillip Chapman, Jr., Darold Londo, Randy Soulier, Melissa Doud, Jessi Phillips Lorenzo, and Juanita Huguley (the "Individual Defendants") are named as defendants solely in their personal and individual capacities to obtain relief against them as individuals and not against any entities or enterprises for whom they work or are associated.

Background

18. The Lac Du Flambeau Tribe of Lake Superior Chippewa Indians ("LDF Tribe") is a federally recognized Indian tribe with an address at Lac du Flambeau Tribe, P.O. Box 67, Lac du Flambeau, WI 54538.

19. The LDF Tribe owns or controls various business ventures through the LDF Business Development Corp. ("LDF BDC"). Exhibit P-2.

20. LDF BDC is believed to own or control an entity called LDF Holdings, which makes or services high interest payday or installment loans to borrowers across the United States, including borrowers in Pennsylvania. Exhibit P-2 at 1.

21. The LDF Tribe owns an online lending company called Ishwaaswi, LLC, d/b/a RadiantCash ("Radiant"). Exhibit P-1 at 5.

22. Loans made by Radiant are believed to be serviced by LDF Holdings from a call center LDF Holdings owns and operates or by call centers with whom LDF Holdings contracts. Exhibit P-3 at 2.

23. Each of the Individual Defendants has played or plays some role in the planing, management, or operation these enterprises and some of the Individual Defendants may be responsible for forming and developing the enterprises.

24. In 2010, the Pennsylvania Supreme Court held that internet lenders were doing business in Pennsylvania and had to comply with the Commonwealth's banking laws and usury regulations. *Cash America Net v. Commonwealth of Pennsylvania*, 607 Pa. 432, 8 A.3d 282, 295 (2010).

25. The Individual Defendants were on notice of the *Cash America Net* decision, but nevertheless authorized tribally owned and operated enterprises to issue, collect, and service loans over the internet to citizens of Pennsylvania at rate of interest many times the legal rate in Pennsylvania.

26. The Individual Defendants never sought to have any of the lending or loan servicing entities under their controlled apply for a license to lend in Pennsylvania or otherwise seek to comply with Pennsylvania law in connection with loans made to and collected from Pennsylvania borrowers.

Facts

27. In November 2017, Isiah Jones, III, was short on cash and in need of a small loan for personal, household, and family related expenses.

28. Mr. Jones did not have good credit and found it difficult to obtain a loan from a conventional lender.

29. Mr. Jones searched online for a lender and found Radiant.

30. During or about November 30, 2017, Mr. Jones went onto the Radiant website (Exhibit P-1) from a computer in Pennsylvania and filled out an application for a loan.

31. Mr. Jones believes and therefore avers that the application was reviewed for Radiant by LDF Holdings from its call center in Lac Du Flambeau Wisconsin.

32. Mr. Jones believes and therefore avers that all of his interaction with Radiant described in this complaint was by and through LDF Holdings.

33. As a result of the application, personnel from LDF Holdings called Mr. Jones in Pennsylvania to confirm the personal information in his loan application, including in particular the identify of his bank, so LDF Holdings could make ACH withdraws from Mr. Jones' account to use to repay the loan, including the unlawful interest.

34. As a result of the application, Radiant offered to extend to Mr. Jones a loan in the amount of \$400. Exhibit P-4. Mr. Jones believes that LDF Holdings made the decision to offer a loan to him and determined the terms of the offer.

35. Radiant charged interest on the loan at the rate of 690% A.P.R., and the loan was payable in 14 biweekly payments of \$110.24. Exhibit P-4.

36. Radiant memorialized the transaction is a written loan agreement that Radiant sent to Mr. Jones in Pennsylvania to sign online. Exhibit P-4.

37. Mr. Jones signed the agreement from his computer in Pennsylvania. Exhibit P-4.

38. In the agreement, Mr. Jones authorized Radiant to collect payments from him by making ACH withdraws from his account in Pennsylvania at Sun East Federal Credit Union. Exhibit P-4.

39. Over the next several months, Radiant initiated at least ten withdraws from Mr. Jones' account in Pennsylvania at Sun East Federal Credit Union totaling at least \$1,102.40.

40. Each withdraw and all collection was carried out by LDF Holdings.

41. At that point, Mr. Jones refused to authorize Radiant to withdraw any more funds from his account.

42. Thereafter, Radiant accused Mr. Jones of defaulting on the loan and called and dunned him to make more payments.

Class Action Allegations

43. Mr. Jones seeks to represent a class of plaintiffs defined as:

(a). Citizens of Pennsylvania who received consumer loans over the internet serviced by LDF Holdings at a rate of interest at or greater than 12% per annum from lenders who were not licensed by the Pennsylvania Department of Banking and Securities, beginning four years prior to the filing of this complaint until the present; and

(b). Citizens of Pennsylvania who received loans over the internet from Radiant at a rate of interest in excess of 12 % per annum, beginning four years prior to the filing of this complaint until the present.

44. Mr. Jones will have to find out the size of the proposed class through discovery, but for purposes of this complaint, considering that Radiant and LDF Holdings have been in business for most of the 2010s, and that the statute of limitations on a RICO

claims extends back four years, Mr. Jones believes and therefore avers that he is one of many Pennsylvanians to have received loans from either Radiant or LDF Holdings over the internet at illegal rates of interest and that the number is sufficient to constitute a class under F.R.C.P. No. 23.

45. There are common questions of law and fact that apply to all class members, including but not limited to: (a) whether Pennsylvania law applies to loans from Radiant or LDF Holdings to borrowers in Pennsylvania; (b) whether the tribal dispute resolution procedure is enforceable against Mr. Jones and class members; (c) whether the Individual Defendants are operating an enterprise through the collection of unlawful debt in violation of 18 U.S.C. § 1962, and (c) whether the Individual Defendants are protected from suit in their personal capacity by tribal immunity.

46. The claims and defenses of the class members and defendants are identical. Every Pennsylvanian who has taken out a loan from Radiant or LDF Holdings has the same claims, and those claims will be subject to the same defenses.

47. Mr. Jones will fairly and adequately represent and protect the interests of the class. Mr. Jones' interest in the lawsuit is the same as the members of the proposed class.

48. This case is eligible for class certification under F.R.C.P. 23(b)(1) & (3).

49. Certification of a class is appropriate under F.R.C.P. No. 23(b)(1) because:

(a). The prosecution of individual actions has the potential for resulting in inconsistent and potentially incompatible decisions; and

(b). As a practical matter, the individual adjudication of Mr. Jones' claim will be dispositive of the claims of the class.

50. Certification of a class is appropriate under F.R.C.P. No. 23(b)(3) because:

(a). Common questions of law or fact predominate over individual concerns. The overarching issue is whether defendants are operating an enterprise through the collection of unlawful debt, and that question applies equally across the board to all class members. A class action is the superior method of adjudicating these issues, so every claim can be resolved in a single proceeding.

(b). Without a class action most class members will be left without a remedy because they will never know they were charged an illegal rate of interest and will probably not find it worthwhile to pursue relief for a small claim individually.

(c). It is not believed that any other similar litigation is being pursued on behalf of class members in any other forum.

(d). It is desirable for purposes of efficiency that class members' claims be adjudicated in a single action.

(e). Based on the similarity of the class members claims and the anticipated number of class members, probably not more than a few thousand people at most, the class should be reasonable to manage.

Count I

51. This count is by Mr. Jones and the class against the Individual Defendants for violating, 18 U.S.C. § 1962(c), by operating an enterprise through the

collection of unlawful debt. All of the preceding paragraphs are incorporated by reference.

52. Individual Defendants are persons within the meaning of section 1962(c) as defined by section 1961(3).

53. The LDF Tribe is a legal entity and thus constitutes an enterprise under 18 U.S.C. § 1961(4).

54. Radiant is a limited liability company created by the LDF Tribe and constitutes an enterprise under 18 U.S.C. § 1961(4). Exhibit P-2.

55. LDF BCD is a corporation created by the LDF Tribe and constitutes an enterprise under 18 U.S.C. § 1961(4).

56. LDF Holdings is a limited liability company created by the LDF Tribe and constitutes an enterprise under 18 U.S.C. § 1961(4). Exhibit P-3.

57. The LDF Tribe, LDF BDC, LDF Holdings, and Radiant together constitute a single association in fact enterprise under 18 U.S.C. § 1961(4).

58. Each Individual Defendant is employed by or associated with the LDF Tribe, LDF BDC, LDF Holdings, or Radiant, or a combination of these enterprises. *See supra*, §§ 2-15.

59. LDF Tribe, LDF BDC, LDF Holdings, and Radiant are engaged in interstate commerce or their action affect interstate commerce. Specifically, each of these entities is involved to some degree with making and servicing loans to borrowers who reside across state lines, including borrowers in Pennsylvania. The enterprises are also involved in many other commercial activities including the operation of a casino all of which involves commerce taking place across state lines.

60. The Individual Defendants conduct or participate, directly or indirectly, in the conduct of the enterprises' affairs through collection of unlawful debt in violation of 18 U.S.C. § 1962(c).

61. Specifically, the Individual Defendants all played a role, directly or indirectly, in the collection of unlawful debt from citizens of Pennsylvania. In this case, each of the Individual Defendants played some role in directing Radiant or LDF Holdings to collect unlawful debt from Mr. Jones calculated at the rate of 690% A.P.R.

62. Radiant or LDF Holdings' loan to Mr. Jones as well as all class members constitute unlawful debt within the meaning of section 1962(c) as the term is defined in section 1961(6). Specifically, (a) almost all of the interest Radiant or LDF Holdings collected was unenforceable under the usury laws of Pennsylvania, (b) Radiant or LDF Holdings was in the business making loans to citizens of Pennsylvania at usurious rates of interest and (c) Radiant or LDF Holdings charged interest far in excess of twice the legally enforceable rate in Pennsylvania.

63. Mr. Jones suffered an injury as a result of the conduct of the Individual Defendants. Specifically, Mr. Jones paid Radiant or LDF Holdings about a \$600.00 in usurious interest he did not legally owe. All class members have suffered similar injuries.

WHEREFORE, Mr. Jones requests relief for himself and the class against the Individual Defendants in their personal capacities, jointly and severally, as follows:

(a). An award of damages equivalent to three times the unlawful debt collected by the enterprises from Mr. Jones and the class;

(b). An award of attorney's fees and costs; and

(c). Any other relief that is just and appropriate.

Count II

64. This count is Individual Defendants for participation in a RICO conspiracy in violation of 18 U.S.C. § 1962(d). All of the preceding paragraphs are incorporated by reference.

65. The Individual Defendants conspired with each other and others to operate the LDF Tribe, LDF BDC, LDF Holdings, and Radiant through the collection of unlawful debt in violation of 18 U.S.C. § 1962(d).

66. Specifically, the Individual Defendants are parties to an agreement to use the LDF Tribe, LDF BDC, LDF Holdings, and Radiant to collect unlawful debt from citizens of Pennsylvania and engaged in actions to carryout that agreement. The Individual Defendants directed the LDF Tribe, LDF BDC, LDF Holdings, and Radiant to make usurious loans to borrowers in Pennsylvania and collect unlawful debt from those borrowers.

67. Pursuant to the agreement, the Individual Defendants caused unlawful debt to be collected from Mr. Jones and the class and used the money to pay for the operation of Radiant, LDF Holdings, and LDF BDC, and ultimately the LDF Tribe.

68. Mr. Jones suffered an injury as a result of the conspiracy. Specifically, Mr. Jones paid Radiant or LDF Holdings about a \$600.00 in usurious interest he did not legally owe. All class members have suffered similar injuries.

WHEREFORE, Mr. Jones requests relief for himself and the class against the Individual Defendants in their personal capacities, jointly and severally, as follows:

(a). An award of damages equivalent to three times the unlawful debt collected by the enterprise from Mr. Jones and the class;

(b). An award of attorney's fees and costs; and

(c). Any other relief that is just and appropriate.

Count III

69. This count is by Mr. Jones individually against the Individual Defendants for usury under the Pennsylvania Loan Interest and Protection Law (“LIPL”), 41 P.S. § 504 (also referred to as “Act 6”). All of the preceding paragraphs are incorporated by reference.

70. Under section 408 of Act 6, Mr. Jones' right to be free from usury cannot be waived.

71. Under section 201, the defendants may not cause Mr. Jones to be charged interest greater than 6% per annum.

72. Under Section 501, Mr. Jones is not liable to pay usurious interest.

73. Under Section 504, Mr. Jones is entitled to compensation for all damages sustained as a result of paying usurious interest.

74. Under Section 502, Mr. Jones is entitled to a mandatory award of three times the excess interest he paid. *Grigsby v. Thorp Consumer Discount Co.*, 127 B.R. 759, 764 (E.D. Pa. 1991).

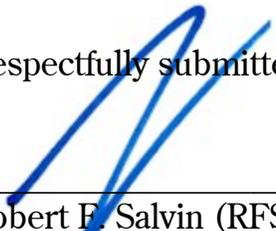
75. In the present case, Mr. Jones paid several hundred dollars of usurious interest and he is entitled to the money back with treble damages.

76. The Individual Defendants are personally liable based on their participation in the collection of usurious interest from Mr. Jones.

WHEREFORE, Mr. Jones requests relief against the Individual Defendants in their personal capacity, jointly and severally, as follows:

- (a). An award of actual and statutory damages;
- (b). An award of attorney's fees and costs; and
- (c). Any other relief that is just and appropriate.

Respectfully submitted,



Robert F. Salvin (RFS2522)
Two Bala Plaza, Suite 300
Bala Cynwyd, PA 19004
215-300-2388
215-271-2820 (fax)
robert.salvin@outlook.com

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First Name Last Name

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APPLY NOW!

Select the loan amount and for how long
You will be able to see the APR, how many repayments and what is your bi-weekly repayment

Loan Amount

\$200 \$1000 **\$800**

Loan Length

2 months 12 months **3 months**

300.00 14 Bi-Weekly 390% APR* Payments Installment Payment **\$300**

APPLY FOR YOUR LOAN NOW!

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Have your driver's license, social security number and bank account information (ABA and account number) handy

APPLICATION FORM

SUBMIT

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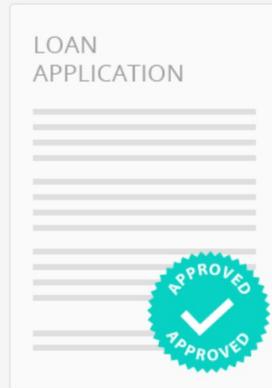
Fast Approvals

Upon completing the application, you will have a brief phone call with one of our friendly Loan Managers to finalize the application

Loans approved by 5pm EST will receive funding the next business day

Each customer has the option to pay either by ACH, debit card, or cashier's check

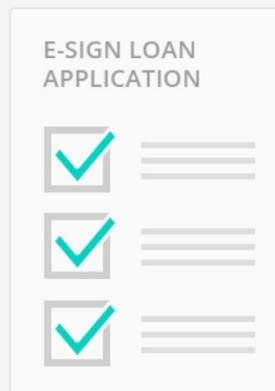
The maximum loan amount for a 1st time customer is \$1,000

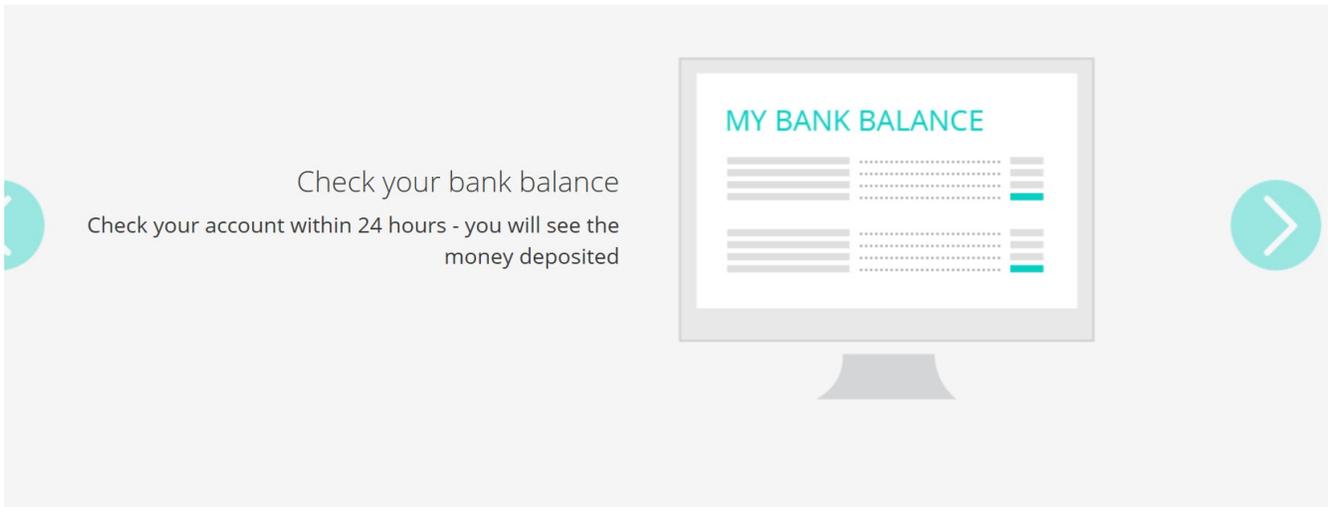


Submit your form via a secure line
Rest assured, the information you provide us will be send via a secure line



One final step
Once approved, sign the e-loan by checking the checkboxes to complete the application. It's that easy!





Why RadiantCash

We pride ourselves in giving you more information than you need. You'll know exactly how much you're borrowing, the maximum fee that can be charged, and the total dollars you'll have to return.



\$100 to \$1,000



Emergency cash when you need it



Significantly lower rates than payday loans or pawn loans



No FICO score check



Flexible payment options: direct from bank, check, MoneyGram

Don't just take our word for it...

[Read Our Testimonials !](#)

Our Compliance



A member of Online Lenders Alliance



A member of Native American Financial Services Association



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Protecting our customers from fraud



<p>COMPANY</p> <ul style="list-style-type: none"> Price and Rates FAQs Testimonials About RadiantCash Tribal Lending 	<p>RESOURCES</p> <ul style="list-style-type: none"> Responsible Lending Complaints Fraud Alert <p>LEGAL</p> <ul style="list-style-type: none"> Privacy Policy Terms & Conditions Mobile Communications Term & Conditions 	<p>CONTACT</p> <p>P.O. Box 1183, Lac Du Flambeau, WI, 54538</p> <p>GENERAL LINE 1-855-572-3227 Fax Number 1-801-561-3066</p> <p>support@radiantcash.com</p>
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Important Disclosures

This is an expensive form of credit. RadiantCash loans are designed to help you meet your short-term borrowing needs. Appropriate emergencies might be a car repair, medical care for you or your family, or travel expenses in connection with your job. This service is not intended to provide a solution for longer-term credit or other financial needs. Alternative forms of credit, such as a credit card cash advance, personal loan, home equity line of credit, existing savings or borrowing from a friend or relative, may be less expensive and more suitable for your financial needs. Refinancing may be available and is not automatic. Late fees and non-sufficient funds/returned item fees may apply as described in your Loan Agreement. We will never charge you any "hidden fees" that are not fully disclosed in the Loan Agreement or the Loan Cost & Terms. If you do not make a payment on time we will attempt to contact you via one or more authorized methods. We adhere to the principles of the federal Fair Debt Collection Practices Act (FDCPA). Because we may report your payment history to one or more credit bureaus, late or non-payment of your loan may negatively impact your credit rating. If you fail to repay your loan in accordance with its terms, we may place your loan with or sell your loan to a third-party collection agency or other company that acquires and/or collects delinquent consumer debt.

* If we extend credit to a consumer, we will consider the bank account information provided by the consumer as eligible for us to process payments against.

* 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. Currently, among some other states, we do not offer RadiantCash Loans to residents in Maryland, Massachusetts, Vermont, West Virginia, Georgia, Connecticut, Minnesota, Wyoming, Utah, New York, Texas, Oregon, Maine, New Hampshire, Montana, Colorado, Wisconsin, Arkansas, Virginia, Pennsylvania and the District of Columbia.

* RadiantCash Loans are offered by Ishwaaswi, LLC dba RadiantCash. Ishwaaswi, LLC is a Native American owned business created by and for the Lac Du Flambeau Band of Chippewa Indians, a Federally Chartered Sovereign American Indian **tribe**. RadiantCash is operated on the Lac Du Flambeau reservation located in Wisconsin.

* Loan applications fully verified and approved by 6pm CT will be funded the next business day Monday - Thursday. Loan applications approved by 6pm CT on Friday will be funded the following Monday so long as the Monday is not a bank holiday.

* As part of our information collection process, we may detect additional bank accounts under the ownership of the consumer. We will consider these additional accounts to be part of the application process. *** For underwriting and verification purposes only, we always obtain prior or separate customer authorization when trying to obtain additional consumer bank account information as a potential payment option.

<http://ldfbdc.com/companies/>



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Companies

LDF BDC Subsidiary Companies



LDF Construction

LDF Construction is engaged in commercial and residential construction. The company maintains its principle office on the Lac du Flambeau Reservation, and is wholly owned by the Lac du Flambeau Band of Lake Superior Chippewa Indians.

The team offers a collective 86 years of experience and is proud to place emphasis on their core principles of value, service and trust. Their commitment to excellence, experience and community status provides added benefits by promoting utilization of our Tribal Member work force and our valued relationships with local subcontractors and suppliers.

LDF Construction will turn your vision into reality, from concept to completion. For more information, visit www.ldf-construction.com or www.facebook.com/ldfconstruction



LDF Country Market

The LDF Country Market has been providing full service grocery, deli, bakery and butcher services to the Lac du Flambeau area for over 20 years. LDF Country Market offers a variety of homemade brats, the coveted Racine Danish Kringle, and more of what you need. For more information, visit [LDF Country Market](#). In the Spring of 2018, we will updating and expanding our store. The new LDF Country Market will transform the existing Smoke Shop, Ojibwe Market and Tribal Gas Station into one, larger retail entity. The project will be in excess of 18,000 square feet, with one-stop shopping and full integration of technology. We looking forward to providing you with enhanced services and products.



ISHKODANCE LLC

Ishkodance LLC

Ishkodance is a wholesale fuel supply company providing high grade petroleum products to Tribal communities.



LDF Holdings

LDF Holdings provides short-term installment services to the under-served throughout the United States. LDF Holdings operates a full-services call center located on the second floor of the Smoke Shop. We provide fulfillment practices such as risk mitigation, complete regulatory oversight, complaint resolutions and I.T. support.

We employ 30 people, providing family sustaining jobs to our Tribal and Community Members.

As an economic arm of the Tribe, the BDC and businesses under its umbrella are designed to contribute to the general fund while at the same time maintain investment capital for future projects and business ventures.

Our Mission

The mission of the LDF BDC is to diversify the Lac du Flambeau Tribe's non-gaming revenue sources and create career opportunities for our community.

Our Vision

Our vision is to build sustainable, profitable businesses that provide career paths for citizens of the Lac du Flambeau Tribal community, embodying Tribal goals and objectives, while respecting the Tribe's cultural values.

By developing business opportunities and creating strategic partnerships, we will positively impact economic growth and career opportunities. This holistic approach to economic development will build a strong, healthy nation as we shepherd progress into the seventh generation.

Our Values

The LDF BDC places the highest value on integrity, respect, honesty and ethics. We practice these values in deed and word while working for and serving the best interest of the Waaswaaganing Ojibwe Nation.

2016 Annual Report

January 2018 - We recently mailed our Annual Report to the Tribal Membership.

The Annual Report is now also available to view online - [click here to view the Report](#).

Board of Directors



President: Nicole Chapman-Reynolds

Nicole is a Lac du Flambeau Tribal Member born in Flambeau and raised in Philadelphia and Ventura County, CA. Graduating high school early, she spent two years in college before enlisting in the Navy being trained as a Hospital Corpsman specializing in pharmacy and later FMF to deploy with Marine Corps units.

Upon returning to Lac du Flambeau, she worked for the Chippewa Housing Authority and quickly mastered both the Rural Development and LIHTC programs. She was responsible for all 112 units utilizing both programs. She was integral to development of a LIHTC and later awarded over \$4.5 million in credits.

Nicole and her colleagues created the first Native Community Development Financial Institution (CDFI) in Wisconsin, now known as the Wisconsin Native Loan Fund, Inc. She sat on the board as Secretary for many years. Together she and the Director operated the area's only Volunteer Income Tax Assistance (VITA) site for nearly 10 years, preparing over 400 free returns each year between them. She continues to provide low cost tax assistance for the community. She also serves as the Chairman of the LDF Police Commission and the Chairman of the LDF Judicial Committee.

Today, she works for the Tribal Roads Department and is very familiar with the transportation industry and every project and contract the department takes on. She holds BS degrees in Psychology and General Science from the University of Maryland University College. She is completing her Masters in Management, her MBA and a MA at the University of Minnesota-Duluth in the Tribal Administration & Governance Cohort.



Vice President: Edmund Peterson



Edmund joined the board, in his own words, "for the betterment of the community."

He brings his 30 years of experience working for a large company in Chicago as a mechanical engineer. After retiring, he moved to the Lac du Flambeau community and utilized his talents for the Tribe. He's worked with youth, taught at Lac Courte Oreilles Ojibwa Community College, and is currently the Human Resources Director for the Tribe.

Treasurer: Chris Soulier



Chris joined the Lac du Flambeau Business Development Corporation in 2014 as a Board Member. He assists LDF Financial Services with new business development opportunities, and facilitates relationship development between the company, it's strategic partners, service teams and the Tribal Insurance Initiative.

Chris brings 15 years of business experience, a commitment to empowering Indian Country through economic development, leadership, and an extensive network of relationships in the business community. Chris is the proud owner of Access Unlimited, LLC, a small consulting group operating on a national level through strategic partnerships to offer enhanced benefits and services for any size business.

He enjoys being active in his community through coaching youth baseball, softball and cross country skiing at all age levels. Chris is the proud father of Samantha (14) and Braden (12) and has been married to his wife Dawn for 19 years. He is a Member of the Lac du Flambeau Band of Lake Superior Chippewa Indians and currently residing in Waunakee, WI.

Secretary: Patricia Marquez



Patricia has been a cash operations manager at the Lake of the Torches Casino, and brings to the Board a desire to make a difference on the reservation. Patricia's goal is to expand, diversify, bring more capital and give opportunities to the people of the community.

Patricia is also the President of the Health and Wellness Board, and describes herself as "a Tribal Member who wants to see good things happen in our community."

She feels the LDF BDC Board is going to be taking steps to make sure our community can survive, not only on the casino revenues, but with other businesses and opportunities. Patricia wants to continue to foster the education opportunities for our community to allow people to grow and provide the steps for them to become a manager, director or CEO if they choose to be.

Board Member At Large: Phillip Chapman, Jr.



Board Member At Large: Phillip Chapman, Jr. - Phillip is a Lac du Flambeau Tribal Member who has worked more than 30 years in the construction industry, many of those years spent with Kuckkahn Construction, Inc. He has assisted his brother with his successful, family-owned masonry and carpentry business for over 15 years.

With his extensive experience in the construction industry, he felt that he his vast business knowledge would be beneficial to the LDF BDC.

Phillip has served as the Chair of the Tribal Roads Committee, and has worked for the Lac du Flambeau Tribal Roads Department. He is honored to serve his Tribe on the LDF BDC Board of Directors, and looks forward to the work the Board has ahead, which includes increased transparency for the Membership and ensuring ethical best business practices are being conducted with each and every business entity operating under the LDF BDC.



CEO: Darold Londo

Darold Londo has over 25 years of expertise and experience as a military officer, lawyer, entrepreneur, coach, and corporate executive, and brings a record of transforming and growing small private to large industry-leading international public companies.

Darold graduated from Lakeland Union High School in Minocqua. From there, Darold went on to the U.S. Military Academy at West Point and earned a Bachelor of Science in Economics and a commission in the U.S. Army, a Masters of Business Administration from Rensselaer Polytechnic Institute in Troy, NY, and his Juris Doctorate from the University of Wisconsin Law School in Madison.

Darold served on active duty as a U.S. Army Captain and Aviator, and, after Desert Storm, went on to work as a business and real estate attorney. He continued his professional rise in the telecommunications, real estate development, gaming, hospitality and private equity industries, becoming a c-suite executive with roles as a CEO, President, COO and GM.

In December of 2017, Darold joined the BDC as CEO, bringing with him a proven track record of driving results, facilitating innovation, as well as a passion for mentoring teams by coaching employees to engage and reach their potential.

"Working alongside the team at the Business Development Corporation gives me an opportunity to make a meaningful, life-long impact that spans generations," Darold says. "The BDC is a catalyst for the Tribe and its Members to create an economic path toward sustained, self-determination. I'm proud to be a part of creating that future alongside all the men and women who choose to work at the BDC."

Darold and his wife have three children, two currently attending the U.S. Military Academy at West Point, and the third is a graduate of the Culinary Institute of America at Hyde Park, NY. He resides in California where he works as a professional chef.



COO: Randy Soulier

I've been blessed with the opportunities to amass nearly 20 years of experience in business and across multiple facets of executive operations. My core discipline is consumer-focused marketing with fulfillment by cross team empowerment. To remain current, I frequently research consumer psychology, trending of products and industry, and current personnel development tactics.

My management style is rooted in an interdisciplinary focus, so I can concentrate on team empowerment, shared decision making and side-by-side performance, regardless of position or titles. I was raised to work hard, improve credibility and remember the job performance and results reflects my values and performance.

My duty, aside from fiscal performance, is to provide a fulfilling, secure and engaging workplace throughout many areas. All associates under my leadership are provided latitude to allow time for personal development, family and school functions, and provide any available support for furthering their education. We want the LDF Business Development Corporation to be the last career stop for any associate. In the event it is not, it's our responsibility to ready associates to easily be able to continue along their career path regardless if it's not within our corporation.

I have an Associate's in Marketing from Northcentral Technical College, Champion Six Sigma certification from Management and Strategy Institute, Strategic Marketing certification from Cornell, and am in my final year of my Bachelor's in Integrative Leadership with minor in human development.



Director of Corporate Projects: Melissa Doud

I am a Lac du Flambeau Tribal Member, born and raised in Lac du Flambeau. I graduated Lakeland Union High School in 1989 and went to college for one year before joining the Army. I was stationed and have been to various places including South Carolina, Korea, Japan, Guam, Fort Sill, Oklahoma, Fort Richardson (Alaska), Fort Knox (Kentucky) and Schofield Barracks (Hawaii). I did one tour in Iraq from 2003-2004, and retired as an E-7 with 20+ years of service.

I earned my Associates Degree in Business Management from Hawaii Pacific University and my Bachelors Degree in Business Management from the University of Phoenix.

I have worked for the Lac du Flambeau Tribal Accounting department, worked as an accounting clerk for the Great Lakes Inter-Tribal Council, and was a personal banker with Chippewa Valley Bank for seven years.

In 2012, I became a member of the LDF Business Development Corporation's Board of Directors, and was the first employee of the LDF BDC serving as the Call Center Manager. I moved quickly up the ranks, serving the Director of Lending and now as the Interim COO of the LDF Business Development Corporation.

My vision is to help my community through economic development while practicing and preserving culture. I served on the Waaswaaganing Indian Bowl Board, and am a Tribal representative with the Grow North Regional Economic Development Corporation.



I have over 15 years of financial accounting and management experience, and have spent over 20 years working in Tribal Gaming. I started as a cage cashier at the age of 19, and was fortunate to continue to work my way through the accounting and finance world in various accounting, supervisory and management positions before earning my first CFO position in 2008.

I have a Bachelor's degree in Accounting and an MBA from Lakeland College. I have experience managing several areas and departments including Accounting, IT, Human Resources and Marketing. I am a member of Financial Executives International (FEI) and volunteer with the Junior Achievement program in Brown county.

I began working with the LDF Business Development Corporation in May 2016 and it has been an honor to work alongside an amazing group of people. I am also excited to be home, as I was born in Woodruff and graduated from Rhinelander High School just down the road. After high school, I decided to move to Green Bay to pursue my accounting degree at UWGB and work for my own Tribe, the Oneida Nation. My circle has allowed me to come back home and I am happy to be able to spend time here again.

I am passionate about doing my part to sustain our future generations and ensure that we continue to build and develop our resources. It has been an honor and privilege to work for several Tribes in Wisconsin, and I am sincerely grateful to be part of the continued success of Indian country.



Human Resources: Turquoise Santiesteban

Turquoise Santiesteban is the Human Resources Director for the Lac du Flambeau Business Development Corporation. In 2009, she obtained her Associates Degree in Liberal Arts from Milwaukee Area Technical College. Passionate about Human Resources, the move back home to Lac du Flambeau was a natural fit. In 2010, Turquoise began her career as the Employment Coordinator for the Lac du Flambeau Tribal Human Resources Department. She served many roles in the five years of service including the responsibilities of interim HR Director whenever needed, and earned a Tribal Supervisory Management Certificate from Nicolet College in 2014.

In May of 2015, Turquoise joined the LDF BDC as their first Tribal Human Resources Director. Working as a department of one, she tackled the merger of the LDF Country Market in December 2015 for the LDF BDC Human Resources Department. She attained the Tribal Human Resources Professional Certification in November 2016, and is a member of the National Native American Human Resources Association and the Society of Human Resource Management.

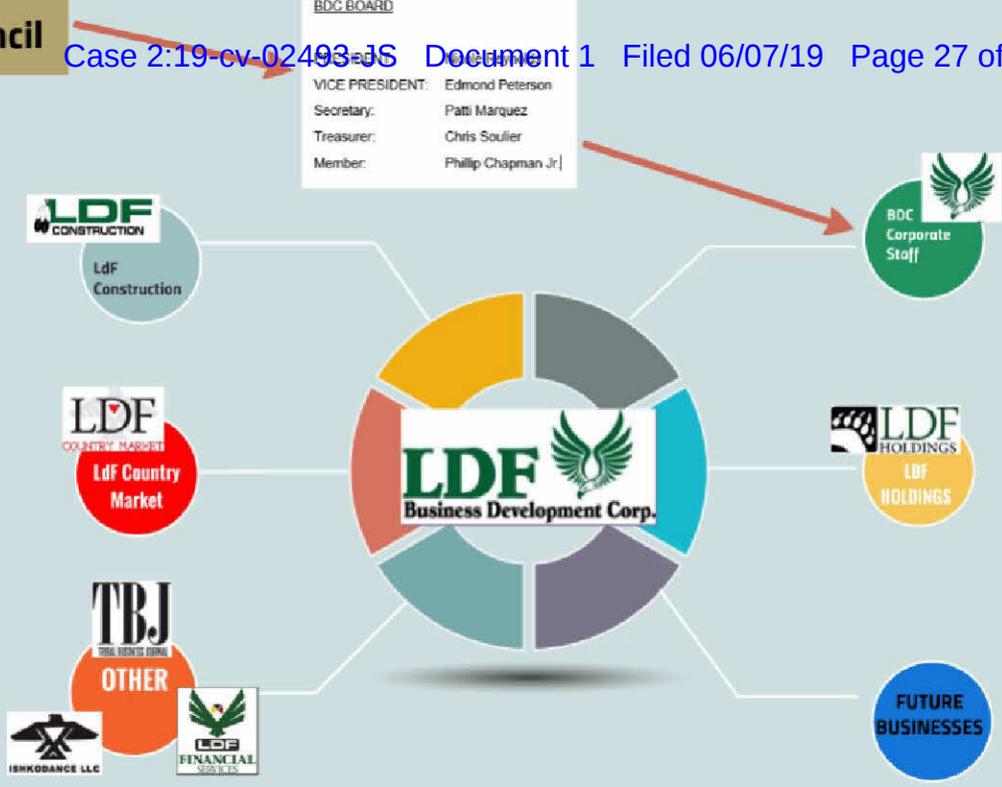
"It is a dream of mine to be a positive role model for Native American women wanting to be in leadership roles for the betterment of their communities," says Santiesteban. She aspires to become the first Chief Human Resources Officer for the LDF Business Development Corporation.



Human Resources Generalist: DeAnna Myers

My name is DeAnna Myers and I'm thrilled to be joining the LDF Business Development Corp as an HR Generalist!

I have over 14 years of experience in Human Resources and enjoy the role as it is very people centric. I'm excited to work with an excellent team of individuals and look forward to this next chapter in my professional career.



LDF HOLDINGS TEAM

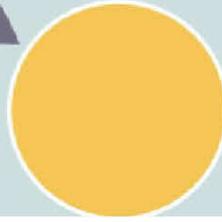
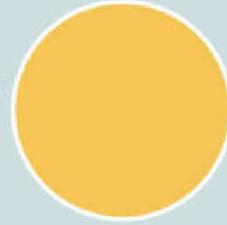
VP of LENDING: Jessi Lorenzo

Vendor Relations Manager: Ernestine Rodriguez

Operations Risk Manager: Kemberlar Smith

Director of Lending/Call Center Manager: Juanita Huguley

Complaint Specialist: Melinda Walker





LDF Business Development Corporation
14284 Hwy 70W
PO Box 155
Lac du Flambeau, WI 54538

Table of Contents

Our Vision, Mission and Values

Our History

Our Story

- Timeline

Allocations to the General Fund

- LDF BDC Distribution Requirements
- LDF Country Market Distribution Requirements

FY 2015 Distribution

- FY 2016 Distribution
- FY 2017 Distribution

Growth of Assets and Revenues

Job Growth

Message from the Interim CEO

Introduction to the Board

- President
- Vice President
- Treasurer
- Secretary
- Board Members
- Ex Officios Members

Management

Projects and Objectives

Who We Are

The LDF Business Development Corporation was created by the Lac du Flambeau Band of Lake Superior Chippewa Indians in August 2012. The Tribe developed the LDF BDC to mirror other successful Tribes, create jobs, and generate revenue outside of the gaming industry.

As an economic arm of the Tribe, the BDC and businesses under its umbrella are designed to contribute to the general fund, and maintain investment capital for future projects and business ventures.

Our Mission

Our mission is to diversify the Lac du Flambeau Tribe's non-gaming revenue sources and create career opportunities for our community.

Our Vision

Our vision is to build sustainable, profitable businesses that provide career paths for citizens of the Lac du Flambeau Tribal community, embodying Tribal goals and objectives, while respecting the Tribe's cultural values.

By developing business opportunities and creating strategic partnerships, we will positively impact economic growth and career opportunities. Our holistic approach to economic development will build a strong, healthy nation as we shepherd progress for the seventh generation.

Our Values

We place the highest value on integrity, respect, honesty and ethics. We practice these values in deed and word while working for and serving the best interest of the Waaswaaganing Ojibwe Nation.

Our Story

The foundations for the LDF BDC were laid in 2011, when the Tribal Council created the Business Development Department. The Department was staffed by one individual, the Director of Business Development, who was tasked with finding capital to create non-gaming, Tribally owned businesses, to generate income for the Tribe and create jobs for Tribal members.

During the first year, the Director's research on various models for Tribal economic development found that the most successful non-gaming economic development businesses were separate from the Tribal government. The Director formed an Economic Development Advisory Committee consisting of Tribal Citizens and Tribal Council Members to make recommendations related to non-gaming economic development. The Advisory Committee recommended the Tribal Government establish a separate and independent legal entity to pursue the Tribe's economic development goals. The Tribal Council likewise recognized the need to separate political influence from business decisions.

In August of 2012, the Tribal Council passed Resolution 370(12), creating the Lac du Flambeau Business Development Corporation for the purpose of promoting the Tribe's non-gaming economic development through investment and development of various business opportunities. The Tribal Council also appointed a Board of Directors for the LDF BDC, consisting of Tribal Members with at least 10 years of business experience and not holding an elected office. The Director of Business Development transitioned into the LDF BDC's Chief Operating Officer, and was tasked with growing the Tribe's economic footprint and capital investments.

The LDF BDC developed a due diligence process for vetting potential business opportunities. The LDF BDC explored over 200 business plans and evaluated each in accordance with the due diligence process. One of the first business opportunities pursued was a joint venture with an office supply distribution company, with the goal to become the premier supplier of office products within Indian County. At the same time, we pursued the Small Business Administration 8A Certification to expand and grow a lucrative business. However, the LDF BDC lacked the capital necessary for the 8A Certification application as well as entry into the office supply distribution market. The LDF BDC also explored other business opportunities, such as manufacturing and skilled trades, welding fabrication, engineering and architecture, broadband implementation and delivery, private utility distribution and more, but again, lacked the necessary capital.

The LDF BDC continued to seek opportunities, and found one such opportunity available in online consumer financial services. This was a particularly unique opportunity for Tribes because the Dodd-Frank Wall Street Reform and Consumer Protection Act defines Tribes as states and sets the framework for Tribes to establish regulatory bodies within their jurisdiction to regulate Tribally owned lending entities operating within that Tribe's jurisdiction.

In an exercise of Tribal sovereignty, the right to make its own laws and be governed by them, the Tribe enacted the Lac du Flambeau Tribal Consumer Financial Services Regulatory Ordinance, which authorized the delivery of online consumer financial services within the Tribe's jurisdiction. The ordinance authorized financial services licensees – businesses wholly owned by the Tribe – to engage in consumer financial services and established the Tribal Consumer Financial Services Regulatory Authority.

Once the foundation was established, the Tribal Council created LDF Holdings, LLC., a wholly owned subsidiary of LDF BDC, for the purpose of engaging in the consumer financial services business through the creation and operation of subsidiaries. At the same time, the Tribal Council created five Tribal Lending Entities (TLEs) as wholly owned subsidiaries

of LDF Holdings for the purpose of operating consumer financial services businesses. The businesses proved to be successful and provided the income needed for the LDF BDC to hire its first employees: Melissa Doud as Call Center Manager and Bill Beson as Chief Executive Officer.



Gookomis Endaad

In 2013, Tribal Council created LDF Construction, LLC, as another subsidiary of LDF BDC, in order to engage in the operation of a construction business. LDF Construction has completed several projects for the Tribe, the BDC, surrounding community, and other Indian Tribes. A project of note is the construction of the Tribe's community based rehabilitation facility (CBRF), which is now operational and serving Tribal Members and Native Americans from the Midwest, providing programs and services to overcome alcohol and substance abuse dependency.



Indian Bowl

Most recently, and most visible in the Lac du Flambeau community, is LDF Construction's completion of the Waaswaaganing Indian Bowl in July 2017.

By the end of 2014, the LDF BDC created another two wholly owned subsidiaries - LDF Financial Services, LLC., and Ishkodance, LLC. LDF Financial Services was created to engage in insurance sales and other financial services products. To date, LDF Financial Services offers Aflac insurance products and merchant services. Ishkodance, was created by the Tribal Council for the purpose of selling fuel. Both businesses are continuing to see success.

By the end of 2015, the LDF BDC engaged in a joint venture called LDF-CCI Construction, LLC, which increase our opportunities to secure larger projects and become able to secure necessary bonding. Two Worlds, LLC. is the majority owner of the Tribal Business Journal (TBJ), a national publication that focuses on economic development across Indian Country in both the United States and Canada. We are especially proud of the Tribal Business Journal’s ability to share the struggles and successes of Native and Tribally owned businesses so that for others may learn and grow.

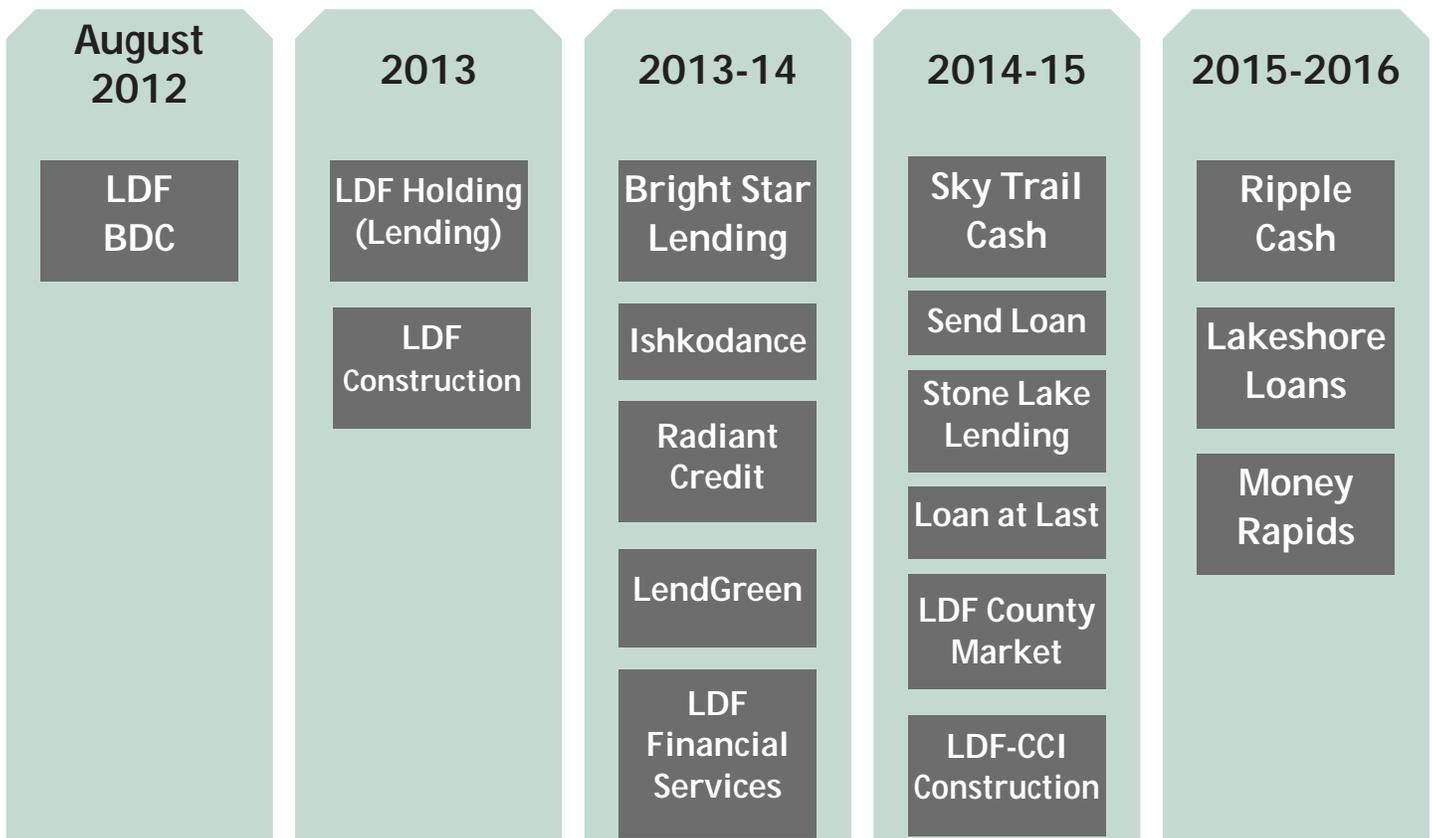
We ended 2015 with the opening of LDF Country Market on December 1st. This put into motion the consolidation of the former LDF Smoke Shop, Ojibwe Market and Tribal Gas. Tribal Gas was owned and

operated by the Lac du Flambeau Tribal Government. Once the sale of inventory and the land lease agreement was completed, the redevelopment of the Market and Gas properties was set into motion, and construction is expected to begin in the spring of 2018.

As of today, LDF BDC has several wholly owned subsidiaries. One of our subsidiaries, LDF Holdings, has 19 wholly owned subsidiaries that currently operate in the online consumer financial services space.

Despite early challenges, the LDF BDC has experienced much success in a short period of time. We are operating profitably, contributing to the Tribe’s general fund, and we look forward to continued strong growth.

LDF BDC Timeline



ALLOCATIONS TO THE GENERAL FUND

To insure the LDF BDC is positively contributing to our community, we are bound by our bylaws to give back a percentage of our profits to the Lac du Flambeau Tribe's general fund.

LDF BDC Distribution Requirements

For the third and fourth years of operation (2015 and 2016), the BDC was required to make a distribution of 20% of net income.

This increases to 30% for 2017 and 2018, and will further increase to 40% in 2019 and beyond.

LDF BDC net income includes the consolidation of all subsidiary business revenue except LDF Country Market, which has its own distribution requirements. Included are Construction, Holdings, Ishkodance and Financial Services.

Article 6 - Distribution Requirements of the BDC's bylaws (summarized) –

- At the end of the third year of operation, the BDC is to make a distribution not to exceed 20% of the accumulated net profits earned during the third year and for each year thereafter (2015 was the third year, so in 2015 and 2016 the distribution is 20%).
- At the end of the fifth year of operation, the BDC is to make distributions not to exceed 30% of the accumulated net profits earned during the fifth year and for each year thereafter (2017 will be the fifth year, so in 2017 and 2018 the distribution is 30%).
- At the end of the seventh year of operation, the BDC is to make distributions not to exceed 40% of the accumulated net profits earned during the seventh year and for each year thereafter (2019 will be the seventh year, so in 2019 and thereon the distribution is 40%).

LDF Country Market – Distribution Requirements

The LDF Country Market has separate distribution requirements from the LDF BDC. From 2016 to 2018, the LDF Country Market distributes 75% of net income less any capital expenditures, to the Tribe. The distribution will then increase to 80% in 2019 and beyond.

Fiscal Year 2015 Distributions

The LDF BDC board decided to transfer an additional distribution in addition to the 20% of the net

profit. This additional \$52,123 brought the total distribution by the LDF BDC in FY 2015 to \$195,387.

The Country Market did not fall under the LDF BDC until December FY 2016, so there was no distribution.

FY 2015 Audited Net Income = \$716,320

Required transfer of 20% = \$143,264

Actual Transfer for

FY 2015 made in FY2016 = \$195,387

Excess Transfer of \$52,123

Fiscal Year 2016 Distributions

The Fiscal Year 2016 ended on September 30, 2016. The Fiscal Year 2016 audit was completed in June of 2017. The allocations to the Tribe's general fund was \$460,933. The Fiscal Year 2017 audit is underway and the BDC will report on that in March of 2018.

To date we have capital investments in 2016 of new fuel pumps, fuel management system upgrade and completely new point of sale and inventory management, mobile pricing and labeling technology.

FY 2016 BDC Budgeted Transfer = \$50,000

FY2016 BDC Audited Net Income = \$999,806

FY2016 BDC Actual Transfer = \$200,000

FY 2016 LDF Country Market Budgeted Transfer = \$410,000

FY 2016 Country Market Audited Net Income = \$590,573

FY 2016 Adjusted Net Income and Distribution to General Fund = \$590,573 x 75% = \$442,930

Less: Approved Capital Outlay for fuel management and point of sale system = \$181,997

FY2016 Country Market Actual Transfer = \$260,933

Fiscal Year 2017 Distributions

The budgeted amount from the LDF BDC and the LDF Country Market in Fiscal Year 2017 is \$943,104. This includes \$694,156 from the LDF BDC and \$248,948 from the LDF Country Market. We also anticipate that we will exceed the budgeted transfer for the LDF Country Market, as we have not incurred the expected loan interest expense.

Job Growth

At the end of fiscal 2013, we had 13 employees. At the end of 2014, we had 21 employees. At the end of 2015, we had 68 employees, and at the end of 2016, we had 72 employees. As of November 30, 2017, we had 96 employees.





Message from the Interim CEO

I have been blessed to be involved with the development of the LDF Business Development Corporation since its inception five short years ago. I am humbled to help give you a glimpse into the ever-growing operations that result from the hard work and dedication of nearly 100 associates I have the distinct pleasure in working with.

Whether it's our support departments facilitating needed processes, our talented deli team putting the finishing touches on your freshly made order, or our call center handling thousands of transactions a day, we all come together in this moment to share the results of our efforts with our stakeholders.

As I come near the end of my role as Interim CEO, I can share that if not for this excerpt of our teams' vision statement, "This holistic approach to economic development will build a strong, healthy nation as we shepherd progress into the seventh generation, we would not have a true understanding or full honor regarding today's decisions and their ultimate effects."

As our leadership becomes permanently situated, it's exciting to introduce Darold Londo, our new Chief Executive Officer. Darold will be joining us in early December. All of us maintain diligence on the application of the talents and processes needed daily to continue the high level of performance you read about here and expect from our corporation in the coming years.

I feel the need to remind us that laying the foundation for ongoing growth and Seventh generation security will lie in a "we" versus "me" approach, adhering to our guiding values, our goals and our objectives.

I thank you for the opportunity to serve our community and for the distinct pleasures in working to securing our tomorrows. Fueling the next "right" decision should always be managed against our mission and vision statements. But most importantly, honesty, transparency and forthright communication must work in tandem with our guiding principles and official code of conduct.

If you have any questions, or if you would like to discuss anything you read in our first Annual Report over a cup of coffee, I welcome that.

Randy Soulier

Introduction to the Board

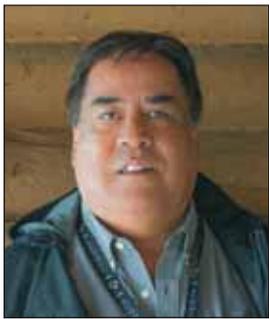
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Ex-Officios: Joseph Wildcat, Sr., Lac Du Flambeau Tribal Council President, and Beverly La Barge, LDF Tribal Secretary also serve on the LDF BDC Board as Ex-Officio Members.





Projects and Objectives

LDF Country Market, Smoke Shop and Gas Station

We anticipate construction to begin in late spring of 2018 on the \$2.8 million development of the LDF Country Market. The new store will be located in the current location, and will transform the existing Smoke Shop, the Market and Tribal Gas Station into one, larger retail entity. The project will be in excess of 18,000 square feet, with one-stop shopping and the full integration of technology.

Workforce Training & Development Center

We are exploring a \$2.5 million development of LDF

Business Development Corporation’s administrative offices, technology center and training facility on Thorofare Road.

Expanded Facilities

We are seeking a permanent home for LDF Holdings, LLC. We will establish a site and construction a new call center housing 150 agents and personnel. This will be adjacent to the corporate office and Workforce Training & Development Center in the business park.

Our strategic planning process will be completed by end of January 2018. Our objectives will develop from this process and collaboration, and guide us in our future developments.

ORGANIZATIONAL CHART

Lac du Flambeau Tribal Council

LDF BDC Board of Directors

Chief Executive Officer

Chief Operating Officer

Chief Financial Officer

Corporate Support Team Accounting - HR
Compliance and Administrative Assistants



- General Manager
- Operations Manager
- Assistant Manager
- Department Managers
- Supervisors

Field Crew



- General Manager
- Operations Manager
- Assistant Manager
- Department Managers
- Supervisors

Team Members



- Vice President of Lending
- Vendor Relations Manager
- Director of Lending Operations
- Compliance Specialist
- Training Supervisor

Call Center Associates



ABOUT LDF HOLDINGS

<http://ldf-holdings.com/>



Our Community

LDF Holdings is a wholly-owned subsidiary of the **Lac du Flambeau Business Development Corporation (LDF BDC)**, a wholly owned and operated economic arm and instrumentality of the **Lac du Flambeau Band of Lake Superior Chippewa Indians**, a federally recognized Indian Tribe.

The LDF BDC is the non-gaming business arm of the Lac du Flambeau Band of Lake Superior Chippewa Indians.

We place the highest value on integrity, respect, honesty and ethics. We practice these values in deed and word while working for and serving the best interest of the Waaswaaganing Ojibwe Nation.

Created in 2012, our focus is to create profitable business enterprises and sustainable jobs for our community members today and the next seven generations.

LDF Holdings owns and manages the entire online lending business, which currently includes 19 Tribal Lending Entities (TLEs). We are governed by the LDF Tribal Financial Services Regulatory Authority (TFSRA) as well as applicable federal laws.

LDF Holdings strives to offer the best customer service and loan product to our consumers by managing the relations with our partners and vendors. LDF Holdings is responsible for keeping up with the latest rules and regulations and ensuring our TLEs are operating in full compliance. We perform monthly compliance checks on all TLEs as well as annual audits.



COMPANY

- Our Team
- Careers
- Contact

SERVICES

- TLE Services
- Testimonials



Exhibit P-3

001



About LDF Holdings

TLE Services

Find A Lender

Holdings Hints

Contact Us



Our Offer

Our Offer:

- Call Center Solutions
- Loan Processing
- Collections
- ACH Processing
- Quality Assurance
- Retention
- Customer Service
- Compliance
- Vendor Relations
- Dispute Resolution

Our Commitment

We deliver confidence to Tribal Lending Entities. Trust is earned, and LDF Holdings stands on a foundation of trust-building bedrock.

- Compliance: Rigorous adherence to Tribal and applicable federal laws
- Oversight: Diligent review by Tribal Financial Regulation Authority
- Reliability: Leading technology platforms trusted by financial services industry
- Performance: Proven processes producing year-over-year growth since 2013
- Connectivity: Extensive banking and ACH relationships

Our Affiliations

Proud Members of:



ldf-holdings.com/

Our Portfolios



COMPANY
Our Team
Careers
Contact

SERVICES
TLE Services
Testimonials



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Jessi Lorenzo

President

Jessi Lorenzo, President of LDF Holdings, has been in the short-term lending industry for more than eight years.

Before coming to LDF Holdings in January of 2017, Jessi worked for Triax Management, the management company that LDF Holdings was utilizing to help grow their lending business. Prior to this industry she spent many years in advertising sales.

Jessi grew up in New England, attended the University of New Hampshire where she played Division 1 Tennis. She resides in Tampa, Florida, with her wife Lily and their three small children Warren, Drew and Lucia.



Juanita Huguley

Operations Director

Juanita is originally from Kansas City where she raised her amazing two boys and sent them off into adulthood. She has been in the Online Lending Industry for 10+ years and started at the ground up as a Customer Service Representative and was able to work her way up to management.

Prior to joining LDF Holdings in December 2016, Juanita managed operations and the call center for several online consumer lending companies. She came to LDF Holdings to be a part of a growing and exciting organization where her knowledge and expertise could help not just a company but an entire community.

Juanita has set roots in Tomahawk, Wisconsin, and enjoys spending her off time outside enjoying nature from her porch.



Kemberlar Smith

Compliance Director

Kemberlar Smith is an Operational Risk Professional with over 20 years of banking experience in the fields of financial planning, budgeting, operations, Quality Assurance, Auditing, Mortgage Processing and Underwriting, Compliance Training/Implementation & Risk and Control Management.

Kemberlar moved to Florida in 2002 from New York where she had worked for notable companies such as the Wall Street Stock Exchange, CitiFinancial at 1 World Trade Center, JP Morgan Chase and Xerox Corporation. In the 15 years that she has been in Florida, she worked for Bank of America for three years and Wells Fargo Bank, N.A. for 12 years, holding several positions in Process Implementation, Quality Assurance, Risk Management and Compliance.

Kemberlar's greatest joys in life is God, her wonderful son, Dr. Josh, her 4-legged daughter Sasha, her family, travelling, writing, shopping, mentoring women and spending quality time alone to refresh, renew and revive herself.



Ernestine Rodriguez

Vendor Relations Manager

Ernestine Rodriguez is a member of the Lac du Flambeau Band of Lake Superior Chippewa Indians, born and raised right here in beautiful Lac du Flambeau (Dogsville to be more specific). Over the years, Ernestine has worked in various positions for the Tribe including the Casino, the Education Department and the Peter Christensen Health Clinic. Ernestine has served on numerous Tribal Committees and in her spare time she is an EMT with the Town of Lac du Flambeau Ambulance service.

Ernestine has a son Jerren, and two dogs, Peanut, a Jack Russell Terrier mix, and Chief, a Victorian Bulldog/Bull Mastiff mix.

Ernestine truly enjoys being part of a strong organization that can provide economic growth and job opportunities for the tribe and community while providing a great consumer loan product. She looks forward to continuing to learn about the lending industry, working with the Tribal Lending model and being a part of LDF Holdings as we expand on services we are



Melinda Walker

Vendor Relations Coordinator

Melinda began with LDF Holdings in 2015 as a Customer Service Representative. Through hard work, dedication and expanding her knowledge, she advanced quickly to Vendor Relations Manager. She continues to strive for excellence and is a key player in streamlining the onboarding process. Prior to joining LDF Holdings, Melinda worked for Lake of the Torches Resort Casino as an Executive Assistant, as well as various Tribal departments.

Melinda is a Lac du Flambeau Band of Lake Superior Chippewa Indians Tribal Member. She grew up on the Lac du Flambeau reservation and remains close to her traditions and culture. She is the mother of three wonderful children - Lauryn, Charlie and Avari. In her off time, she enjoys spending quality time with her husband, Joe and children whether it be at the movies, on a road trip or in the comfort of their cabin in the woods. She enjoys disc golfing, hiking, video gaming and making custom furniture, but most importantly, adventure.



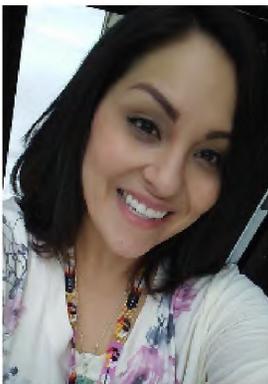
Crystal Williams

Compliance Coordinator

Crystal began with LDF Holdings in 2017 as a Customer Service Representative. With hard work and dedication to the team, she quickly worked her way to Call Center Supervisor. In February 2018, Crystal joined the Compliance Team and has quickly adapted to the many phases of compliance. Her attention to detail and her drive to excel within the company, will continue to be her platform for success.

Prior to joining LDF Holdings, Crystal had worked in retail, manufacturing, and received her CNA Certification. She's a Lac du Flambeau Band of Lake Superior Chippewa Indians Tribal Descendent. Born and raised in Lac du Flambeau, she currently lives in Woodruff with her life partner Lawrence, their son Logan and two cats, Mew and Maple.

Outside of work, Crystal enjoys biking with her family, walks and river tubing.



Brittany Allen

Executive Assistant

Brittany joined LDF Holdings in 2019 as the Executive Assistant to LDF Holdings President. A Lac du Flambeau Band of Lake Superior Chippewa Indians Tribal Member, she's the mother of two wonderful little boys, ages 1 and 5. She holds a tribal management degree from Nicolet College. And, she has studied hospitality business management with a minor in casino industry management at Michigan State University.



Tracy Whitman
Operations Manager



Antoinette Beaudry
Operations Supervisor



Dan TwoCrow
Call Center Supervisor



Joe Walker
Trainer



Alan Moore
Tech Support



Our Dedicated Call Center Staff

[View Our Employee Spotlights](#)



COMPANY

- [Our Team](#)
- [Careers](#)
- [Contact](#)

SERVICES

- [TLE Services](#)
- [Testimonials](#)



Lac du Flambeau Tribe
SAGI DE FLAMBEAU BANDA DE LAKE SUPERIOR CHIPPENAW PEOPLES

Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

Search for:

[Search](#)
[Advanced Search](#)
[Name Availability](#)

Corporate Records

Result of lookup for L050343 (at 5/20/2019 10:46 PM)

LDF HOLDINGS LLC

You can: [File an Annual Report](#) - [Request a Certificate of Status](#) - [File a Registered Agent/Office Update Form](#)

Vital Statistics

Entity ID L050343
Registered Effective Date 02/17/2012
Period of Existence PER
Status Organized [Request a Certificate of Status](#)
Status Date 02/17/2012
Entity Type Domestic Limited Liability Company
Annual Report Requirements Limited Liability Companies are required to file an Annual Report under s. 183.0120, WI Statutes.

Addresses

Registered Agent Office ELISE SUSNIK
 3471 COUNTY RD NN
 WEST BEND , WI 53095

[File a Registered Agent/Office Update Form](#)

Principal Office 3471 COUNTY HWY NN
 WEST BEND , WI 53095-8722
 UNITED STATES OF AMERICA

Historical Information

Annual Reports

Year	Reel	Image	Filed By	Stored On
2019	000	0000	online	database
2018	000	0000	online	database
2017	000	0000	online	database
2016	000	0000	online	database
2015	000	0000	online	database

2014	000	0000	online	database
2013	000	0000	online	database

[File an Annual Report](#) - [Order a Document Copy](#)

Certificates of Newly-elected Officers/Directors None

Old Names None

Chronology

Effective Date	Transaction	Filed Date	Description
02/17/2012	Organized	02/17/2012	E-Form

[Order a Document Copy](#)

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

Agreement Date: 11/30/2017	Loan #: 001075520-00
Ishwaaswi, LLC d/b/a Radiant Cash P.O.Box 1183 Lac du Flambeau, WI 54538	Name: Isiah Jones Address: 721 engle street City: Chester State: PA Zip: 19013 Phone: (610)636-0607 Email: Phone: (610)636-0607

In this Loan Agreement (this "Loan Agreement") the words "you" and "your" mean the borrower who has electronically signed it. The words "we", "us" and "our" mean Ishwaaswi, LLC d/b/a [RadiantCash.com](#). We are an economic development arm of, instrumentality of, and a limited liability company wholly-owned and controlled by, the Lac du Flambeau Band of Lake Superior Chippewa Indians of Wisconsin (the "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.

Remember: You can pay down or pay off this loan at any time without penalty. The payment schedule below is only if you make the minimum payment for the life of the loan.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
690 %	\$1,143.26	\$400.00	\$1,543.26

Your Payment Schedule will be:

Number of Payments	Payment Due	Payment Date
1	\$110.24	12/15/2017
1	\$110.24	12/29/2017
1	\$110.24	1/12/2018
1	\$110.24	1/26/2018
1	\$110.24	2/9/2018
1	\$110.24	2/23/2018
1	\$110.24	3/9/2018
1	\$110.24	3/23/2018
1	\$110.24	4/6/2018
1	\$110.24	4/20/2018
1	\$110.24	5/4/2018
1	\$110.24	5/18/2018

1	\$110.24	6/1/2018
1	\$110.14	6/15/2018

Security: You are giving a security interest in your EFT authorization.

Late Charge: If a payment is 5 days or more late, you will be charged \$25.

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

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

ITEMIZATION OF AMOUNT FINANCED: Amount Financed/Amount given to you directly \$400.00

SPECIAL NOTICES:

- * **YOUR LOAN IS AN EXPENSIVE FORM OF BORROWING.**
- * **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.**
- * **NON-PROFIT CREDIT COUNSELING SERVICES ARE AVAILABLE IN YOUR COMMUNITY FOR CONSUMERS EXPERIENCING FINANCIAL PROBLEMS.**

YOUR PROMISE TO PAY: You promise to pay Us the Amount Financed and finance charges according to the payment schedule in the Truth in Lending Disclosures plus all other amounts owed to Us under this Loan Agreement. You will pay Us as You chose in your Payment Choice Authorization. All payments will be applied first to finance charges and fees and then to principal. If you prepay all or part of the principal amount due on your loan, your finance charges on the amount prepaid will be calculated as if that payment was made as of the date Your next payment is due.

FINANCE CHARGES: This is a "simple interest" loan. Your actual finance charges may be more than the disclosed finance charge if You make Your payments late or less if You make Your payments early. Your finance charges start on the Disbursement Date of Your loan. Finance charges are earned on a daily basis.

PREPAYMENT: You may prepay all or part of Your loan at any time without penalty.

DISBURSEMENT: If your loan is approved, we will process disbursement of your loan proceeds within 1 business day of the day your loan is approved. 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 and may cause a change in the Disbursement Date and Your Annual Percentage Rate ("APR") as disclosed herein. In the event that disbursement is delayed, the Disbursement Date will automatically adjust to the actual date of disbursement.

WHEN YOU BEGIN PAYING FINANCE CHARGE(S): You begin to accrue finance charge(s) for the loan on the Disbursement Date. The first Installment Period on the loan begins on the Disbursement Date and ends on the first Payment Due Date. Thereafter, each Installment Period begins on the first date following the Payment Due Date and ends on the next Payment Due Date. You will be charged finance charge(s) on the entire Installment Period beginning on the first day of the Installment Period. In calculating Your payments, We have assumed You will make each payment on the day and in the amount due as outlined within Your payment schedule. If any payment is made before the Payment Due Date, the finance charge(s) are due for the entire Installment Period and no refund shall be made for the finance charge(s) charged for the Installment Period. Time is of the essence, which means that there are no grace periods for when payments must be made.

CANCELLATION: You may cancel your payment obligations under this Loan Agreement, without cost or finance charges, no later than 3PM EST 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 support@radiantcash.com or by fax at 715-598-6161 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 into 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 into your Bank Account, then you authorize us to effect a debit to your Bank Account or your debit card as you chose in your 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.

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: You will be in default under this Loan 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. If you default on your loan, we can choose to declare all principal, earned finance charges and other amounts that you owe us to be immediately due and payable in full. If you are in default and you authorized debits from your Bank Account you agree that we can debit your Bank Account or debit card, as applicable, for the full amount that you owe us. 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 \$25.00 if a payment is 5 or more days late. If you authorized debits from your Bank Account in your Payment Choice Authorization, you agree that we may debit your Bank Account for any late charges.

REFUSED INSTRUMENT CHARGE: If your payment method is stopped, denied or otherwise dishonored, then you agree to pay us a fee of \$30.00. If you authorized debits from Your Bank Account in your Payment Choice Authorization, you agree that we may debit your Bank Account for any refused instrument charges. Your refused instrument may also cause your payment to be late which could result in you 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 applicable federal law will govern this Loan Agreement, without regard to the laws of any state or other jurisdiction, including the conflict of laws rules of any state. You agree that all disputes between you and us shall be solely and exclusively resolved pursuant to the Tribal Dispute Resolution Procedure set forth in Section 10 of the Lac du Flambeau Tribal Consumer Financial Services Regulatory Code ("Code"), which is summarized below for your convenience.

SOVEREIGN IMMUNITY: This Loan Agreement and all related documents are being submitted by You to Us as an economic arm, instrumentality, and limited liability company 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, and pursuant to Section 10 of the Code, any complaint submitted by You or on Your behalf must follow the Tribal Dispute Resolution Procedure, as described herein.

PRESERVATION OF SOVEREIGN IMMUNITY: It is the express intention of the Tribe and 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 Tribal Council specifically authorizing a waiver for the matter in question. No such waiver has been made with respect to either this Loan Agreement or Your Payment Choice Authorization.

TRIBAL DISPUTE RESOLUTION PROCEDURE PROVISION

As an accommodation to consumers, the Tribe has established the following Tribal Dispute Resolution Procedure to receive, review, and consider any and all types of complaints made by or on behalf of our consumers. A consumer who, in the course of his or her otherwise lawful and proper use of our business, has concerns about the operation of any part of Us or who otherwise believes himself or herself to be aggrieved by some aspect of any part of our operation shall direct his or her concerns in the first instance to our management, in writing at disputeresolution@radiantcash.com or by fax at 715-598-6161. A consumers complaint to Us shall be considered similar in nature to a petition for redress submitted to a sovereign government, without waiver of sovereign immunity and exclusive jurisdiction, and does not create any binding procedural or substantive rights. We will investigate the consumers complaint and provide Our initial determination as soon as is reasonably practicable. In the event that the consumer is dissatisfied with Our initial determination, then he or she may request review of our initial determination by submitting such request in writing to the Tribal Financial Services Regulatory Authority (Authority) at P.O. Box 25, Lac du Flambeau, WI 54538 no later than 90 days after receiving our initial determination.

The Authority may offer the consumer an opportunity to be heard and the consumer may be represented by legal counsel at his or her own expense. If a hearing is granted, it will take place no less than 10 days and no more than 60 days after the Authority receives the consumers written request. The Authority will notify the consumer in writing with its opinion regarding Our initial determination.

A consumer may appeal an Authority opinion by filing a written appeal to the Tribal Court within 20 days of receiving the Authoritys final written opinion in accordance with the rules of court and procedures of the Lac du Flambeau Tribal Court.

THIS DISPUTE RESOLUTION OPPORTUNITY IS INTENDED AS THE SOLE DISPUTE RESOLUTION MECHANISM FOR DISPUTES AND CLAIMS ARISING UNDER THIS LOAN AGREEMENT. THIS MEANS THAT YOU ARE EFFECTIVELY WAIVING YOUR RIGHT TO A JURY TRIAL.

The words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to this Tribal Dispute Resolution Provision, ("this Provision"), the validity and scope of this Provision and any claim or attempt to set aside this Provision; (b) all U.S. federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to this Loan Agreement, the information You gave Us before entering into this Loan Agreement, including the customer information application, and/or any past Loan Agreement or Agreements between You and Us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by Us against You, including claims for money damages to collect any sum We claim You owe Us; (g) all claims asserted by You individually against the Tribe, Us and/or any of our employees, agents, directors, officers, governors, managers, members, parent company or affiliated entities (collectively, "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on Your behalf by another person; (i) all claims asserted by You as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against Us and/or related third parties ("Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by Us or related third parties of any non-public personal information about You.

All disputes including any Representative Claims against Us and/or related third parties shall be resolved by the Tribal Dispute Resolution Procedure in this Provision only on an individual basis with You. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their dispute and setting forth the subject of the dispute along with the relief requested us.

This Provision is binding upon and benefits You, Your respective heirs, successors and assigns. This Provision is binding upon and benefits the Tribe, Us, our successors and assigns, and related third parties. This Provision continues in full force and effect, even if Your obligations have been paid or discharged through bankruptcy. This Provision survives any cancellation, termination, amendment, expiration or performance of any transaction between You and Us and continues in full force and effect unless You and We otherwise agree in writing.

THIS TRIBAL DISPUTE RESOLUTION PROCEDURE PROVISION MEANS THAT:

*** YOUR RIGHT TO FILE SUIT AGAINST US FOR ANY CLAIM OR DISPUTE REGARDING THIS AGREEMENT IS LIMITED BY THIS PROVISION AND SOVEREIGN IMMUNITY.**
*** YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES.**

*** YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; AND**

Case 2:19-cv-02493-JS Document 1 Filed 06/07/19 Page 49 of 53

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

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, www.radiantcash.com.

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

* You may obtain a copy of any Communication by contacting us at www.radiantcash.com, writing to us at support@radiantcash.com, or by calling us at 855-723-9935. 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. If you choose to receive Communications in paper or non-electronic form, we may elect to terminate this Loan Agreement and demand payment of the amount then due by the date of your withdrawal of consent; or by the expiration of any minimum term mandated by law, whichever is later.

* 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 TEXT MESSAGES

* As used in this text 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 855-723-9935 or emailing us at support@radiantcash.com or by responding STOP to any text message you receive from us. To request assistance, you may respond with HELP to any text message you receive from us. 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 855-723-9935 or email us at support@radiantcash.com.

* 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.

Exhibit P-4

005

* 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 without liability to you, any other user or third party.

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 our making advertising or telemarketing calls to you at your mobile phone number using automatic telephone dialing system or an artificial or prerecorded voice.

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 (610)636-0607.

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 advertising or marketing Text Messages or marketing calls to the mobile number provided by calling us at 855-723-9935 or emailing us at support@radiantcash.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 AND/OR PRINT A FULLY COMPLETED COPY OF THIS LOAN AGREEMENT FOR YOUR RECORDS.

[I AGREE]
DATE: 11/30/2017
Isiah a jones

Please be aware that an electronic signature is as legally binding as a handwritten signature.

DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION for Ishwaaswi, LLC DBA Radiant Credit	Loan #: 001075520-00
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 11/30/2017 (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 Ishwaaswi, LLC d/b/a Radiant 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")

Bank Name:	Suncoast credit union
Transit ABA Number:	231382209
Deposit Account Number:	7[REDACTED]0

We will make these disbursement credits by Automated Clearing House (ACH) entries. As a data security measure, you will separately provide us with your debit card information.

Your Payment Choice Authorization:

Automatic Payment from Your Bank Account. You authorize us to process payment debit entries out of Your Bank Account by using any commercially available methods we choose, such as (but not limited to) ACH entries, "remote checks" or transactions through your debit card accessing Your Bank Account. You specifically authorize us to use any of these methods to process debit entries from Your Bank Account for your scheduled payments in your payment schedule below plus any late charges and returned payment fees.

If you are in default, you authorize us to process one or more debit entries to pay all principal, finance charges and other amounts due to us as provided in the Loan Agreement. You authorize us to re-process debit entries for the same amounts if any attempted payment transaction is dishonored. We will provide you with 10 days notice prior to processing a debit entry that is larger than the scheduled payment detailed above unless the variance results from your request and your new authorization for us to change the amount of your payments going forward.

Number of Payments	Payment Due	Payment Date
1	\$110.24	12/15/2017
1	\$110.24	12/29/2017
1	\$110.24	1/12/2018
1	\$110.24	1/26/2018
1	\$110.24	2/9/2018
1	\$110.24	2/23/2018
1	\$110.24	3/9/2018
1	\$110.24	3/23/2018
1	\$110.24	4/6/2018
1	\$110.24	4/20/2018
1	\$110.24	5/4/2018
1	\$110.24	5/18/2018
1	\$110.24	6/1/2018
1	\$110.14	6/15/2018

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 or you have revoked such authorization through the methods identified in this Agreement.

YOU MAY REVOKE YOUR AUTHORIZATION TO AUTOMATIC PAYMENTS AT ANY TIME BY CONTACTING US DIRECTLY AT 855-723-9935 OR support@radiantcash.com. Please note, if your scheduled payment has already been submitted to your financial institution at the time of revocation, it may be necessary for Us to wait until that payment posts before we can refund you that payment amount. However, when possible, at the time of revocation, we will void any pending payment(s). For the purposes of these disclosures, our business days are Monday - Saturday 9:00am ET to 7:00pm ET. YOU UNDERSTAND THAT REVOKING YOUR AUTHORIZATION DOES NOT RELIEVE YOU OF THE RESPONSIBILITY OF PAYING ALL AMOUNTS DUE IN FULL THAT ARE OWED BY YOU UNDER THE LOAN AGREEMENT.

PLEASE NOTE, YOU ARE NOT REQUIRED TO AUTHORIZE THIS PAYMENT CHOICE AUTHORIZATION OPTION IN ORDER TO BE FUNDED YOUR LOAN. IF YOU PREFER TO PAY VIA MANUAL PAYMENTS, PLEASE CONTACT CUSTOMER SERVICE AT 855-572-3227 TO SET UP THIS ALTERNATE PAYMENT OPTION. IF YOU CHOOSE TO PAY VIA MANUAL PAYMENTS, YOUR LOAN WILL NOT BE FUNDED UNTIL AFTER YOU HAVE SUCCESSFULLY CONTACTED CUSTOMER SERVICE AND HAVE COMPLETED A LOAN AGREEMENT WITH MANUAL PAYMENTS AS YOUR PAYMENT CHOICE. MANUAL PAYMENTS INCLUDE PAYMENT BY CASHIERS CHECK OR MONEY ORDER.

ERROR RESOLUTION NOTICE: In the event (i) you have a question about an electronic transfer or if (ii) you find an error, you must telephone us at 855-723-9935, email us at support@radiantcash.com, or contact us by mail at Radiant Credit, P.O. Box 1183, Lac du Flambeau, WI 54436. We must hear from you no later than sixty (60) days after the FIRST debit or credit that is the basis of the problem or error. (1) Tell us your name and account number (if any); (2) Describe

the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

CONFIDENTIALITY: We will disclose information to third parties about your account or the transfers you make: (1) where it is necessary for completing transfers; or (2) in order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant; or (3) in order to comply with a government agency or court orders; or (4) as described in our privacy notice, provided separately.

BY TYPING YOUR NAME 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 AND/OR PRINT A FULLY COMPLETED COPY OF THIS DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION FOR YOUR RECORDS.

[I AGREE]
Date: 11/30/2017
 99.203.16.82

Isiah a jones

COVERED BORROWER IDENTIFICATION STATEMENT

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

Isiah a jones

PRIVACY POLICY

Rev. November 2012

FACTS WHAT DOES Ishwaaswi, LLC. DBA Radiant Credit DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Consumers have the right to limit some but not all sharing. This notice tells you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: * Social Security number and checking account information * Payment history and income * Employment information and wire transfer instructions
How?	All financial companies need to share customers personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers personal information; the reason Ishwaaswi, LLC DBA Radiant Credit chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Ishwaaswi, LLC share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	YES	NO
For our marketing purposes to offer our products and services to you	YES	NO
For joint marketing with other financial companies	NO	WE DO NOT SHARE
For our affiliates everyday business purposes information about your transactions and experiences	YES	NO
For our affiliates everyday business purposes information about your creditworthiness	YES	YES
For our affiliates to market to you	YES	YES
For nonaffiliates to market to you	YES	YES

To limit our sharing

Please note:

If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we can share your information as described in this notice. However, you can contact us at any time to limit our sharing.

Questions? Email support@radiantcash.com or go to <http://www.radiantcash.com>

Who we are:

Who is providing this notice? Ishwaaswi, LLC d/b/a Radiant Credit, a business entity of the Lac du Flambeau Band of Lake Superior Chippewa Indians of Wisconsin, is providing this privacy policy.

What we do:

How does Radiant Credit, LLC protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures. These measures include computer safeguards and secured files and buildings.
How does Radiant Credit, LLC collect my personal information?	We collect your personal information, for example, when you * Apply for a loan * Give us your income information * Tell us where to send the money * Provide account information * Provide employment information We also collect your personal information from others, such as credit bureaus, affiliates or other companies.
Why can't I limit all sharing?	You have the right to limit only * sharing for affiliates' everyday business purposes - information about your creditworthiness * affiliates from using your information to market to you * sharing for nonaffiliates to market to you
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions:

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. * <i>Our affiliates include other business entities of the Lac du Flambeau Band of Lake Superior Chippewa Indians of Wisconsin.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. Nonaffiliates we share with include service providers, data processors, and advertisers.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. * <i>Radiant Credit, LLC does not jointly market.</i>