

VT SUPERIOR COURT
WASHINGTON UNIT
CIVIL DIVISION

STATE OF VERMONT
SUPERIOR COURT
WASHINGTON UNIT

2018 APR 18 P 2:23

In Re: Western Sky Financial, LLC)
CashCall, Inc.)
WS Funding, LLC)
Delbert Services Corporation)
Martin A. Webb)
J Paul Reddam)

CIVIL DIVISION

Docket No. 241-4-14 wncv

ASSURANCE OF DISCONTINUANCE

The State of Vermont, by and through Vermont Attorney General William H. Sorrell (the "Attorney General"), and Western Sky Financial, LLC, CashCall, Inc., WS Funding, LLC, Delbert Services Corporation, Martin A. Webb, and J Paul Reddam (collectively "Respondents"), hereby enter into this Assurance of Discontinuance ("AOD") pursuant to 9 V.S.A. § 2459

Background

Respondents

- 1 Western Sky Financial, LLC ("Western Sky") is a South Dakota limited liability company with its primary place of business at 612 E Street, Timber Lake, SD 57656, on the Cheyenne River Indian Reservation (the "Reservation").
2. CashCall, Inc. ("CashCall") is a California corporation with its primary place of business at 1 City Boulevard West, Orange, CA 92868.
- 3 WS Funding, LLC ("WS Funding") is a Delaware limited liability company and a wholly-owned subsidiary of CashCall.
4. Delbert Services Corporation ("Delbert") is a Nevada corporation with its primary place of business at 7125 Pollock Drive, Las Vegas, NV 89119.

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- 5 At all times relevant herein, Martin A. Webb was, directly or indirectly, the sole member of Western Sky
6. J Paul Reddam is the chief executive officer, president, and sole owner of CashCall, the president and owner of WS Funding; and the director and owner of Delbert.
- 7 From April 14, 2010 through April 10, 2013, operating from the Reservation, Western Sky made loans to residents of Vermont who applied over the phone and the internet. Pursuant to a contractual arrangement between Western Sky and WS Funding, WS Funding purchased the loans made by Western Sky to residents of Vermont. CashCall serviced those loans. Some of these loans were subsequently serviced by Delbert. These loans carried rates which were greater than the rates set forth in 9 V.S.A. § 41a.

Regulatory Framework

8. Pursuant to 9 V.S.A. § 2481w (effective May 18, 2012), it is an unfair and deceptive act and practice in commerce for a lender to solicit or make consumer loans in Vermont unless the lender is in compliance with all provisions of Title 8, Chapter 73.
- 9 Chapter 73 of Title 8 requires all lenders to obtain a state license from the Vermont Department of Financial Regulation. 8 V.S.A. § 2201
10. 8 V.S.A. § 2215(d)(1) specifies that any loan made in knowing and willful violation of the requirement that an entity engaged in the business of making loans of money or credit without first obtaining a license shall be void and the lender shall have no right to collect or receive any principal, interest, or charges.

11. 8 V.S.A. § 2215(d)(1) also states that a lender that makes a loan without a license, but without a finding of knowing and willful violation of the requirement of a license, shall have no right to collect or receive any interest or charges whatsoever, but shall have a right to collect and receive principal. Chapter 73 of Title 8 also requires that all loans made in Vermont comply with the interest rate limits contained in Title 9, Chapter 4. 8 V.S.A. § 2233(b).
12. Chapter 4 of Title 9 limits the amount of interest and other consideration a lender may charge to between 12-24% per annum, depending on the type of loan. 9 V.S.A. § 41a.
13. Pursuant to 9 V.S.A. § 50(b); *see also* 8 V.S.A. § 2233(a), a lender that knowingly and willfully charges interest plus other consideration in excess of the rates permitted under 9 V.S.A. § 41a forfeits the right to collect any interest or charges whatsoever, and is entitled to collect only half the principal.
14. Pursuant to 9 V.S.A. § 2453(c), the Vermont Attorney General promulgated Consumer Protection (“CP”) Rule 104 covering debt collection practices. Under CP 104.05(c), it is an unfair and deceptive act to collect, or attempt to collect, any interest, fees, or charges that are not legally chargeable under state law.
15. Violations of the Consumer Protection Act are subject to a civil penalty of up to \$10,000.00 per violation. 9 V.S.A. § 2458(b)(1).

Respondents’ Consumer Loan Practices

16. Western Sky owns and operated the website www.westernsky.com, through which it previously marketed loans to borrowers in various states, including to

borrowers residing in Vermont. Western Sky is not, and never has been, licensed to lend money in Vermont.

17. Western Sky is owned by Mr. Webb, a member of the Cheyenne River Sioux Indian Tribe, and operates on the Cheyenne River Indian Reservation. Western Sky is not operated or owned by a tribe or tribal entity.
18. As of April 10, 2013, Western Sky ceased offering or making loans to borrowers who reside in Vermont. As of September 3, 2013, Western Sky no longer engages in consumer lending nationwide, and has ceased funding new loans.
19. As described above in ¶ 7, from April 14, 2010 through April 10, 2013, operating from the Reservation, Western Sky made loans to borrowers residing in Vermont who applied over the phone and the internet. Pursuant to a contractual arrangement between Western Sky and WS Funding, WS Funding purchased the loans made by Western Sky to residents of Vermont. CashCall serviced those loans. Some of these loans were subsequently serviced by Delbert.
20. In order to fund and ensure repayment of the loans, Respondents obtained authority from Vermont borrowers to access their bank accounts. Loans were electronically funded by crediting a borrower's account. In some cases, CashCall or Delbert electronically debited that same account, often using third-party payment processors in order to collect on the loan.
21. Respondents have made loans to Vermont borrowers in individual loan amounts that range from \$700 to \$10,000, at annual interest rates between 89-169%. Most of the loans were under \$5,000, at interest rates in excess of 115%.

22. Since 2010, Respondents have funded loans to borrowers who were residing in Vermont at the time that they obtained the loan.

23. Respondents admit the truth of the facts contained in ¶¶ 1-7; 16-22.

The State's Allegations

24. The Vermont Attorney General's Office alleges the following violations of the Consumer Protection Act and Vermont law:

- a. The solicitation and making of loans to Vermont consumers without a state license under Title 8, Chapter 73 violated 9 V.S.A. §§ 2453, 2481w(b);
- b. The charging of interest and other compensation in excess of Vermont's legal rates violated 9 V.S.A. § 41a; and
- c. The collection of interest and fees in excess of Vermont's legal rates violated CP 104.05(c).

25. The State of Vermont alleges that the above behavior constitutes unfair and deceptive acts and practices in commerce under 9 V.S.A. § 2453.

26. Respondents do not admit liability for these allegations, and at all times Respondents believed in good faith that they were in full compliance with applicable law.

Assurances and Relief

In lieu of instituting an action or litigation, the Attorney General and Respondents are willing to accept this AOD pursuant to 9 V.S.A. § 2459 as a resolution of this matter, and the parties agree as follows:

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Injunctive Relief

27. Upon entry of this AOD, prior to doing any business in Vermont involving a loan as defined in Vermont law, Respondents shall comply with the following sections of the Vermont Statutes Annotated: Title 8, Chapter 73 (Licensed Lenders statutes); Title 9, Chapter 4 (Interest statutes); Title 9, Chapter 63 (Consumer Protection statutes); and Titles 11 & 11A, Chapter 15 (Corporate and Business Registration statutes).
28. Within fifteen (15) days of the entry of this AOD, Respondents shall cancel all current, delinquent, defaulted, charged-off, or outstanding loans owned by Respondents as of the entry of this AOD that they entered into with Vermont Borrowers (defined below), such that all amounts owed shall be reduced to zero dollars (\$0.00), and Respondents shall not undertake any efforts to collect on these loans. Respondents shall not contract with any third-party debt collectors regarding these transactions, nor sell, or transfer, any obligations arguably due based upon these transactions.
29. Upon entry of this AOD, Respondents shall cease offering, funding, or collecting upon any loan to Vermont borrowers, unless and until Respondents have obtained the proper state license under Title 8, Chapter 73, and have complied with all other state lending, business registration, and consumer protection requirements.
30. Within fifteen (15) days of the entry of this AOD, Respondents shall notify any credit bureau or credit agency, check clearinghouse, or other related service that maintains a record of the Vermont Borrower loans, that all loan information

reported by Respondents relating to loans made by Western Sky should be removed from the Vermont Borrower's credit history.

Payments to Vermont Borrowers – Settlement Fund

31. Respondents shall establish a settlement fund to provide payments to eligible Vermont Borrowers (as defined below). For purposes of this section, the following definitions shall apply:

a. "Borrower Refund Amount" shall mean the amount that a Vermont Borrower is eligible to receive from the Vermont Settlement Fund. Only Vermont Borrowers are eligible to receive a refund. Borrower Refund Amount shall be calculated for a Covered Loan as follows:

1. For each Covered Loan, determine a monthly payment schedule, and the total amount due using that schedule, of the loan using the same Loan Proceeds and same duration, but with an Effective Interest Rate of 18% (the "Legal Loan").

For example, a \$500 loan originally offered at an interest rate of 169% would have 12 monthly payments of \$150.72 each. That same loan with an Effective Interest Rate of 18% would have 12 monthly payments of \$49.17 each; over 12 months a total of \$590 would be paid.

2. Next, determine the Borrower's Total Payments.
3. Then apply the Borrower's Total Payments to the Legal Loan payment schedule and determine whether the debt has been fully paid using the Legal Loan.

For example, a borrower that made the \$150.72 monthly payments, instead of the \$49.17 payments, would have paid off the Legal Loan after only 4 months. The borrower would have repaid \$530.67 in total.

4. The Borrower Refund Amount is equal to the difference between the total of the Borrower's Total Payments, and the lesser of the repayment amount calculated above in ¶ 31(a)(3) and the repayment amount calculated above in ¶ 31(a)(1).

For example, a borrower that had paid \$1,000 in principal and interest would receive a refund of $\$1,000 - \$530.67 = \$469.33$.

\$530.67 would be the amount used instead of \$590 because it is the lesser of the two calculations.

- b. "Borrower's Total Payments" shall mean all payments, excluding monies paid for NSF fees or late fees, by a borrower to Respondents concerning a Covered Loan.
- c. "Covered Loan" shall mean a loan made by Western Sky to a Vermont Borrower.
- d. "Effective Interest Rate" shall mean, for a Covered Loan, the total of all payments of interest, divided by the term of the loan in years, divided by the Loan Proceeds.
- e. "Loan Proceeds" shall mean the sum of money provided to a borrower. Loan Proceeds shall not include any other fees or charges assessed, such as an origination fee or prepaid finance charge.
- f. "Vermont Borrower" shall mean any individual who entered into a loan with Western Sky while residing in Vermont.
- g. "Vermont Settlement Fund" or "Settlement Fund" shall mean the settlement monies paid into irrevocable trust by Respondents, held and administered by a third party for the benefit of the Vermont Borrowers.
- h. "Refund Eligible Borrower" shall mean any Vermont Borrower who entered into a loan with Respondents while residing in Vermont and has a Borrower Refund Amount greater than \$0.

32. Refund Eligible Borrowers shall receive refunds upon application to the Vermont Settlement Fund, subject to approval, as described in ¶¶ 42-44 below.

33. Dahl Administration (the "Fund Administrator") shall maintain and administer the Vermont Settlement Fund. The Settlement Fund shall be funded by a series of payments made by the Respondents, as set forth below. The Respondents shall have no right, title, or interest in or power, privilege or incident of ownership in regard to the Settlement Fund and shall have no right to alter, amend, revoke or terminate the Settlement Fund.

34. The Fund Administrator shall not be authorized to pay or distribute any money from the Settlement Fund unless specifically authorized by this AOD.

35. Respondents shall make payment into the Vermont Settlement Fund on a weekly basis in an amount sufficient to pay the total amount of those claims deemed eligible for payment by the Fund Administrator in the previous week.
36. Respondents shall be jointly and severally liable for all payments under this AOD, and that in the event that a payment previously made by one or more Respondents is avoided or recovered in connection with a bankruptcy proceeding or otherwise, each and every Respondent shall be jointly and severally liable for repaying any avoided or recovered payments.
37. Within 14 days of entry of this AOD, Respondents shall deliver to the Attorney General and the Fund Administrator a list of all Vermont Borrowers with Covered Loans including, for each borrower, the borrower's name, last-known address, telephone number (if available), e-mail address (if available); the date of the loan, the Loan Proceeds, and all principal and interest payments made; and the status of the loan (i.e., charged-off, paid off, or outstanding). Respondents shall provide any additional information concerning a Vermont Borrower upon written request by the Attorney General within 10 business days provided that information requested is reasonably related to the implementation of this AOD.
38. Within 14 days of entry of this AOD, Respondents shall deliver to the Attorney General a list of all Vermont Borrowers whose loans were sold to a third party and the date each such loan was sold.
39. Within 30 days of entry of this AOD, Respondents shall provide the Fund Administrator and the Attorney General with the proposed Borrower Refund

Amount information for each Refund Eligible Borrower. The parties agree to work in good faith to resolve any disagreements concerning the Borrower Refund Amount information.

40. Within 75 days of entry of this AOD, the Fund Administrator shall attempt to contact every Vermont Borrower by mail (using an envelope provided by the Attorney General), with follow-up by email and/or phone in the Fund Administrator's discretion, to provide notice of this AOD and the borrowers' rights ("Notice of Settlement").
41. The Fund Administrator shall maintain a website with the terms and conditions of this AOD (including a copy of this AOD) and the process by which a borrower may file a claim for a refund to be paid using monies from the Vermont Settlement Fund. The website shall also, with appropriate measures to minimize fraud and promote accuracy to be determined by the Fund Administrator, enable Refund Eligible Borrowers to file a claim for a refund with the Fund Administrator.
42. The Fund Administrator shall accept and process all claims of Refund Eligible Borrowers, taking appropriate measures (as determined in the Fund Administrator's discretion) to minimize fraud and promote accuracy, and provide a check in the amount of the Borrower Refund Amount upon the borrower's application to the Fund Administrator pursuant to the process set forth below.
43. A borrower's application to the Fund Administrator for a refund shall be deemed timely submitted if it is received by the Fund Administrator with a postmark

dated no more than 60 days after the date the Notice of Settlement was mailed to borrowers.

44. Within 60 days of receiving an application from a Refund Eligible Borrower deemed complete and valid by the Fund Administrator in its reasonable discretion, the Fund Administrator shall mail a check to the borrower for the Borrower Refund Amount. For each application the Fund Administrator deems not complete, the Fund Administrator shall notify the borrower that the application has been deemed deficient and the basis for this decision, and provide the borrower with forty-five (45) days to cure the deficiency.
45. All funds distributed by the Fund Administrator shall be by check that is valid for 60 days. The Fund Administrator shall advise, by mail, each eligible borrower to whom such checks were issued that such check has remained uncashed for more than 60 days. The borrowers may, if they contact the Fund Administrator within 30 days thereafter, have such uncashed checks re-issued, such re-issued checks to be valid for 30 days from their issue date. The Fund Administrator shall make all reasonable efforts to locate each Refund Eligible Borrower who did not submit a claim within 30 days of the Fund Administrator's attempt to contact the borrower, or who submitted a claim but whose refund payment was returned. Such reasonable efforts shall include, but not be limited to, the use of commercially-available databases and public records. If contact information for the borrower is identified, the Fund Administrator shall provide Notice of Settlement or, if a refund payment was previously returned, the refund payment.

46. Notwithstanding any other provision of this AOD, any un-cashed refund payments or unclaimed Borrower Refund Amounts shall not be subject to Vermont's unclaimed property laws and, if applicable, shall be returned to Respondents.
47. Every 15 days, the Fund Administrator shall provide to the Attorney General and Respondents a bi-monthly report that provides the following information:
- (a) number of claims received;
 - (b) number of claims paid;
 - (c) total amount paid;
 - (d) number of deficient claims received;
 - (e) number of deficient claimants notified of their deficiency;
 - (f) number of cured deficiencies;
 - (g) number of ineligible claims made;
 - (h) the Vermont loan IDs of the borrowers whose claims were deemed deficient or ineligible; and
 - (i) for each claim deemed deficient or ineligible, the basis for this decision.
48. Respondents shall pay all costs associated with creating, maintaining, and administering the Settlement Fund, including without limitation, the administrative expenses incurred in connection with providing notice and processing submitted claims. In no event shall the Attorney General or the State of Vermont be liable for any costs associated with the creating, maintain, and administering the Settlement Fund.

Payment to the State of Vermont

49. Within 15 days of filing this AOD, Respondents shall pay to the State of Vermont \$20,000 in civil penalties.
50. Within 15 days of filing this AOD, Respondents shall reimburse to the State of Vermont \$30,000 in costs.

51. Payment of the preceding \$50,000, pursuant to ¶¶ 49-50, shall be made by a single check to the “State of Vermont” and shall be sent to the Attorney General’s Office at the following address: Justin E. Kolber, Assistant Attorney General, Office of the Attorney General, 109 State Street, Montpelier, Vermont 05609.

Other Terms

52. Respondents shall, upon request by the Attorney General, provide all documentation and information necessary for the Attorney General to confirm compliance with this AOD.

53. To the extent not already provided under this AOD, Respondents shall, upon request by the Fund Administrator, provide all documentation and information necessary for the Fund Administrator to perform all the duties provided in this AOD.

54. The Fund Administrator shall, upon request by the Attorney General, provide all documentation and information necessary for the Attorney General to confirm compliance with this AOD.

55. Should one or more of the Respondents enter into any subsequent agreement with any other state Attorney General, or other state or federal enforcement or regulatory authority (an “Authority”) regarding Western Sky loan borrowers in any other state (a “Subsequent Settlement Agreement”) that has benefits and terms more favorable to the Authority than those in this AOD, then this AOD shall be deemed to be modified to provide the Attorney General with those more favorable benefits and terms if and only if: (a) at the time of the Subsequent

Settlement Agreement, the total number of Western Sky loans with borrowers that are resident in that state, or in a state covered by the Subsequent Settlement Agreement, equals or exceeds four thousand (4,000); and (b) the Subsequent Settlement Agreement precedes either a (a) final court judgment, or (b) partial court judgment on the liability of any Respondent, where that partial court judgment covers the issues of usury or licensed lending (including but not limited to the applicability of a jurisdiction's usury or licensed lending laws to any Respondent). Benefits or terms of a Subsequent Settlement Agreement that shall be deemed more favorable shall include, but not be limited to, (1) a penalty or civil fine (as a percentage of the total loan proceeds extended in the state) that is greater than the penalties due under this AOD (calculated as a percentage of Vermont's total loan proceeds extended); and (2) a payment or payments that would result in refunds to borrowers of interest paid that, under that state's law, is not usurious interest. Any additional funds that become available to refund to Vermont Borrowers as a result of this provision prior to the Fund Administrator's distribution of refunds pursuant to this AOD shall be included within the refunds provided by the Fund Administrator. Should additional funds become available for refunds to Vermont Borrowers as a result of this provision subsequent to the 75-day notice period described in ¶ 40 of this AOD, Respondents shall pay to the Attorney General at the conclusion of the claims process an amount equal to the total amount of additional refunds that would be due to those Vermont Borrowers that were provided refunds by the Fund Administrator. Respondents shall notify the Attorney General of the existence

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of such more favorable benefits and terms within ten (10) days of the execution of such Subsequent Settlement Agreement and the Attorney General shall have the right to receive the more favorable benefits and terms immediately.

56. Acceptance of this AOD by the Attorney General's Office shall not be deemed approval by the Attorney General of any practices or procedures of Respondents not required by this AOD, and Respondents shall make no representation to the contrary.
57. This AOD and all terms therein shall be binding on Respondents, all of their affiliate companies doing business in Vermont, their officers, directors, owners, managers, successors and assigns.
58. The undersigned authorized agents of Respondents shall promptly take reasonable steps to ensure that copies of this document are provided to all officers, directors, owners and managers of the company, and all of its affiliate companies doing business in Vermont.
59. Upon entry of this AOD, the State of Vermont hereby releases and discharges Respondents, or anyone acting on their behalf, including but not limited to the principals, directors, officers, shareholders, employees, successors or assignees of Respondents, and agents in active concert or participation with any of the Respondents who are involved in the conduct of business that is the subject of this AOD; and to any corporation, company, business entity, or other entity or device through which Respondents may now act or conduct business that is the subject of the AOD from any and all grievances, suits, causes of action, and any claims of any nature whatsoever relating to or arising out of the conduct alleged

by the Attorney General in this AOD and/or relating to the solicitation, making, servicing and collection of the Western Sky loans occurring prior to the issuance of this AOD, whether arising in contract, tort, statute, or any other theory of action, whether arising in law or equity, whether known or unknown, choate or inchoate, matured or unmatured, contingent or fixed, liquidated or unliquidated, accrued or unaccrued, asserted or unasserted, based upon any fact, whether known or unknown.

60. In the event that the Attorney General alleges that any one of the Respondents has violated any of the terms of this AOD, then the parties agree that the Attorney General shall be entitled to bring any other matters to the Court's attention involving potential violations of law by Respondents, and that the Attorney General shall not have waived any of its rights to assert and prove any violations of law by Respondents. In the event that this AOD is voided or otherwise set aside, Respondents retain all jurisdictional and other defenses, including lack of subject matter or personal jurisdiction.

61. Nothing in this AOD waives the right of any consumer to pursue claims stemming from the conduct described in this document; excepting, however, any Vermont Borrower who applies for and receives payment under the terms of this AOD shall be required to release and discharge Respondents, or anyone acting on their behalf, including but not limited to the principals, directors, officers, shareholders, employees, successors or assignees of Respondents, and agents in active concert or participation with any of the foregoing who are involved in the conduct of business that is the subject of this AOD; and to any corporation,

company, business entity, or other entity or device through which Respondents may now act or conduct business that is the subject of this AOD relating to or arising and/or relating to the solicitation, making, servicing and collection of the Western Sky loans out of the conduct alleged by the Attorney General in this AOD and occurring prior to the issuance of this Consent Order, whether arising in contract, tort, statute, or any other theory of action, whether arising in law or equity, whether known or unknown, choate or inchoate, matured or unmatured, contingent or fixed, liquidated or unliquidated, accrued or unaccrued, asserted or unasserted, based upon any fact, whether known or unknown.

62. The Superior Court of the State of Vermont, Washington Unit, shall have Jurisdiction over this AOD and the parties hereto for the purpose of enabling any of the parties to apply to this Court at any time for orders and directions as may be necessary or appropriate to carry out or construe this AOD, to modify or terminate any of its provisions, to enforce compliance, and to punish violations of its provisions. The Respondents consent to jurisdiction only for the purposes of the enforcement of this AOD.

63. Nothing contained in this AOD shall be construed as an admission by Respondents of any liability, wrongdoing, or legal or factual issue, and this AOD may not be used as evidence of liability.

64. All notice related to this AOD shall be given to:

- a. **Respondents** at: Katya Jestin, Jenner & Block LLP, 919 Third Avenue, New York, NY 10021, kjestin@jenner.com.
- b. **The Attorney General** at: Justin Kolber, Assistant Attorney General, Office of the Attorney General, 109 State Street Montpelier, VT 05609, jkolber@atg.state.vt.us.

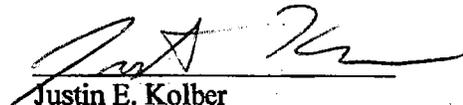
65. For a period of two years beginning from the date of this AOD, Respondents shall notify the Attorney General of any change of business name or address within 20 business days.

*** SIGNATURES APPEAR ON NEXT PAGE ***

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Montpelier, VT
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DATED at Montpelier, Vermont this 18th day of April, 2014.

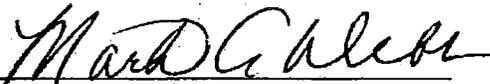
STATE OF VERMONT
WILLIAM H. SORRELL
ATTORNEY GENERAL

By: 
Justin E. Kolber
Assistant Attorney General
Office of the Attorney General
109 State Street
Montpelier, VT 05609
(802) 828-5620
jkolber@atg.state.vt.us

DATED this 17th day of April, 2014.

WESTERN SKY FINANCIAL, LLC

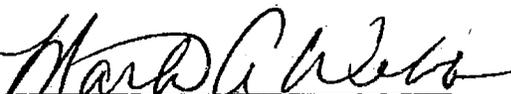
DELBERT SERVICES CORP.

By: 
Martin A. Webb, Managing Member

By: _____
J. Paul Reddam, Director

MARTIN A. WEBB

J. PAUL REDDAM

By: 
Martin A. Webb

By: _____
J. Paul Reddam

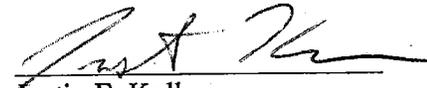
**CASHCALL, INC.
WS FUNDING, LLC**

By: _____
J. Paul Reddam, President

Office of the
ATTORNEY
GENERAL
109 State Street
Montpelier, VT
05609

DATED at Montpelier, Vermont this 18th day of April, 2014.

STATE OF VERMONT
WILLIAM H. SORRELL
ATTORNEY GENERAL

By: 
Justin E. Kolber
Assistant Attorney General
Office of the Attorney General
109 State Street
Montpelier, VT 05609
(802) 828-5620
jkolber@atg.state.vt.us

DATED this ____ day of April, 2014.

WESTERN SKY FINANCIAL, LLC

By: _____
Martin A. Webb, Managing Member

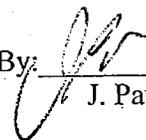
MARTIN A. WEBB

By: _____
Martin A. Webb

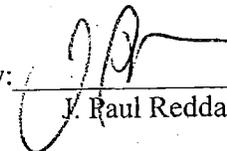
DELBERT SERVICES CORP.

By: 
J. Paul Reddam, Director

J. PAUL REDDAM

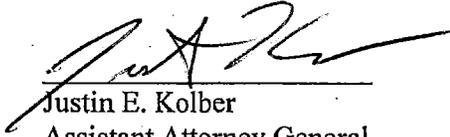
By: 
J. Paul Reddam

**CASHCALL, INC.
WS FUNDING, LLC**

By: 
J. Paul Reddam, President

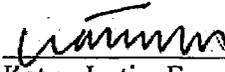
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Montpelier, VT
05609

APPROVED AS TO FORM:



Justin E. Kolber
Assistant Attorney General
Office of Attorney General
109 State Street
Montpelier, VT 05609

For the State of Vermont



Katya Jestin, Esq.
Jenner Block LLP
919 Third Avenue,
New York, NY 10021

For Respondents

Office of the
ATTORNEY
GENERAL
109 State Street
Montpelier, VT
05609

