

IN THE CIRCUIT COURT OF MARYLAND
FOR BALTIMORE CITY

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WESTERN SKY FINANCIAL, LLC, et al.,

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v.

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Case No. 24-C-13-004207

MARYLAND COMMISSIONER OF
FINANCIAL REGULATION

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CASHCALL, INC.,

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v.

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Case No. 24-C-12-004946 AA

MARYLAND COMMISSIONER OF
FINANCIAL REGULATION

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CONSENT ORDER AND JUDGMENT

Upon all papers and proceedings in the above-captioned cases in the Circuit Court for Baltimore City (the "Court Proceedings"), as well as the underlying administrative proceedings of which the Court Proceedings seek judicial review (the "Administrative Proceedings") (collectively, the "Actions");

IT NOW APPEARS that CashCall, Inc. ("CashCall"); WS Funding, LLC; Delbert Services Corporation; John Paul Reddam ("Reddam"); Western Sky Financial, LLC, a/k/a Western Sky, a/k/a westernsky.com ("Western Sky"); Great Sky Finance, LLC, a/k/a Great Sky Finance, a/k/a GS Finance, a/k/a GSKY, d/b/a Great Sky Cash (a/k/a greatskycash.com) ("Great

Sky"); PayDay Financial, LLC, d/b/a Lakota Cash, LLC, a/k/a Lakota Cash, a/k/a lakotacash.com, d/b/a Big Sky Cash, a/k/a bigskycash.com, a/k/a Big \$ky Cash ("PayDay Financial"); Red Stone Financial, LLC ("Red Stone"); Red River Ventures, LLC ("Red River"); Management Systems, LLC ("Management Systems"); and Martin A. Webb ("Webb"), (collectively, the "Named Respondents"), comprising all corporate entities and individuals ("persons") named in the Administrative Proceedings as well as additional persons, who have all expressly consented to the jurisdiction of this Court for the limited purposes of enforcing this Consent Order and Judgment (the "Consent Order") only. are willing to enter into the Consent Order to resolve all outstanding issues with respect to the Actions and to avoid the further expense, time and uncertainty of litigation.

NOW, on motion of the Maryland Commissioner of Financial Regulation (the "Commissioner" or the "Agency"), and upon the consent of the Named Respondents, it is this 19th day of June, 2014, hereby:

PARTIES SUBJECT TO JUDGMENT

1. **ORDERED, ADJUDGED AND DECREED** that this Consent Order shall extend to the Named Respondents, or anyone acting on their behalf, including but not limited to their principals, directors, officers, shareholders, employees, successors or assignees of the named corporate respondents in this action, 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 litigation; and to any corporation, company, business entity, or other entity or device through which the Named Respondents, may now or hereafter act or conduct business that is the subject of the Actions or related to the conduct giving rise to the Actions (collectively, "Respondents"). For the avoidance of doubt, the term "Respondents" does not include any third-party debt buyers

unaffiliated with a Named Respondent, or such a debt buyers' agents, employees, officers, or related persons, that are unaffiliated with a Named Respondent.

DEFINITIONS

2. **ORDERED, ADJUDGED AND DECREED** that for purposes of this Consent Order, the following terms shall have the following meanings:

a. "Borrower Refund Amount" shall mean the amount that a Maryland Borrower who obtained a Fund-Eligible Loan is eligible to receive from the Maryland Settlement Fund. Only Maryland Borrowers are eligible to receive a refund. The Borrower Refund Amount shall be calculated for a Fund-Eligible Loan as follows:

1. For each Fund-Eligible Loan, a monthly payment schedule, and the total amount due using that schedule, shall be determined using the Loan Proceeds and same duration as the Fund-Eligible Loan, but based on an Effective Interest Rate of 24% per year (the "Recalculated Loan").

For example, a \$1,000 loan (i.e. the Loan Proceeds were \$1,000) originally offered at an interest rate of 233% would have 24 monthly payments of \$196.95 each. Over 24 months, a total of \$4,727 would have been paid, assuming all monthly payments were made and not including any additional charges or fees. That same loan with an Effective Interest Rate of 24% would have 24 monthly payments of \$52.87 each; over 24 months a total of \$1,269 would have been paid, assuming all monthly payments were made and not including any additional charges or fees.

2. Next, the Borrower's Total Payments are determined.

3. Then, the payments made by the Borrower under the original terms of the loan are applied to the Recalculated Loan to determine whether the debt would have been fully paid under the terms of the Recalculated Loan and, if so, when the Recalculated Loan was deemed repaid in full and the total amount of principal and interest, at the Effective Interest Rate, the borrower paid to repay the Fund-Eligible Loan.

For example, a borrower that made monthly payments of \$196.95 each, using an Effective Interest Rate of 24% per annum, would have paid off the Recalculated Loan after only approximately 6 months. Under this scenario, the borrower would have repaid \$1,087.26 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 Paragraph (2)(a)(3) and the repayment amount calculated above in Paragraph (2)(a)(1).

For example, a borrower that had paid \$4,727 over 24 months at \$196.95 per month (assuming the repayments set forth Paragraphs 2(a)(1) and 2(a)(3) above) would receive a refund of \$3,640, based on the following formula:

$$\begin{array}{r} \$ 4,727 \text{ (Borrower's Total Payments)} \\ - 1,087 \text{ (total amount owed, calculated pursuant to Para. 2(a)(3))} \\ = 3,640 \text{ (Borrower Refund Amount)} \end{array}$$

In the foregoing example, \$1,087 would be the amount owed to repay the Fund-Eligible Loan, at the Effective Interest Rate of 24%, instead of the \$1,269 amount set forth in the example in Paragraph (2)(a)(1), because it is the lesser of the two amounts determined in Paragraphs (2)(a)(1) and (2)(a)(3).

- b. "Borrower's Total Payments" shall mean all payments of any nature whatsoever by a borrower to Respondents concerning a Fund-Eligible Loan, excluding payments for NSF or late fees.
- c. "Covered Loan" shall mean any loan made by, originated by, funded by or otherwise involving Western Sky, Great Sky, PayDay Financial, Red Stone, Red River, Management Systems, Webb or any other entity owned or operated by Webb, directly or indirectly, to a Maryland Borrower.
- d. "Fund-Eligible Loan" shall mean a Western Sky loan made to a Maryland Borrower.
- e. "Effective Date" shall mean the date this executed Consent Order is entered by the Court.
- f. "Effective Interest Rate" is 24% *per annum*.
- g. "Implementation Date" shall mean the date 30 days from the Effective Date.
- h. "Loan Proceeds" shall mean the sum of money actually disbursed to a borrower. "Loan Proceeds" shall not include other charges or fees assessed against a borrower, such as an origination fee or prepaid finance charge.
- i. "Maryland Borrower" shall mean any individual who entered into a loan with a Respondent while residing in Maryland.
- j. "Maryland 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 Refund Eligible Borrowers and Specified Borrowers (defined below).

k. "Refund Eligible Borrower" shall mean any Maryland Borrower who entered into a Fund-Eligible Loan with Respondents while residing in Maryland and has a Borrower Refund Amount greater than \$0.

3. **ORDERED, ADJUDGED AND DECREED** that for any Maryland Borrower who entered into a Fund-Eligible Loan after May 1, 2011, and who listed as his or her address a Maryland address on his or her initial application for that Fund-Eligible Loan (and only for such Borrowers), the Borrower Refund Amount shall equal that Borrower's Total Payments plus any NSF and late fees actually paid by that Borrower, which amount shall not be discounted by or consideration given for the Loan Proceeds or interest accrued thereon.

PROHIBITED PRACTICES

4. **ORDERED, ADJUDGED AND DECREED** that the Respondents are permanently enjoined from engaging, directly or indirectly, in any financial services-related business activities in Maryland or involving Maryland consumers that require a Maryland license, with such prohibited activities including but not limited to making, financing, brokering, originating, servicing, arranging, facilitating, underwriting or collecting on any mortgage, consumer, or other loans to or involving Maryland consumers unless and until they have been properly licensed as provided below and only to the extent permissible under such license; and it is further

5. **ORDERED, ADJUDGED AND DECREED** that the Named Respondents, having forfeited any and all licenses issued by the Commissioner, including but not limited to the CashCall, Inc.'s mortgage lender license and Delbert Services Corporation's collection agency licenses, and by virtue of entering into this Consent Order, shall be deemed to have voluntarily forfeited all licenses currently held by any of the Named Respondents. The Named Respondents are permanently enjoined from ever applying for a license of any licensing category from the

Office of the Commissioner in the future, except that three years after the Implementation Date, Reddam shall have the right to apply for a license. Reddam shall have no right to appeal or request a review of any rejection of such application by the Commissioner, and hereby waives any such appeal or review rights that he would otherwise have; and it is further

6. **ORDERED, ADJUDGED AND DECREED** that Respondents are enjoined from selling or assigning any Covered Loan; and it is further

7. **ORDERED, ADJUDGED AND DECREED** that Respondents are enjoined from collecting on any Covered Loan; and it is further

8. **ORDERED, ADJUDGED AND DECREED** that the remaining balances on all Covered Loans are hereby canceled, forgiven, discharged, released, and reduced to a zero balance, and it is further

9. **ORDERED, ADJUDGED AND DECREED** that this Consent Order does not resolve the action brought by the Commissioner against CashCall and Reddam in Case Number DFR-EU-2009-184, including the Final Order issued by the Commissioner in the case, as well as all subsequent court proceedings related to the action, currently on appeal in the Maryland Court of Special Appeals, September Term, 2013, No. 01477 (collectively, the "Cash Call I Litigation"), which action does not apply to Covered Loans. The Cash Call I Litigation is not subject to, or in any way affected by, this Consent Order. The prohibitions set forth herein do not apply to the collection by CashCall, or anyone acting on its behalf, of non-Covered Loans, including but not limited to those which are at issue in Case Number DFR-EU-2009-184 and which shall be subject to the final rulings in the Cash Call I Litigation.

CONSUMER RELIEF

10. **ORDERED, ADJUDGED AND DECREED** that Refund Eligible Borrowers shall receive refunds upon application to the Maryland Settlement Fund and approval, as described in Paragraph Nos. 12-36 below; and it is further

11. **ORDERED, ADJUDGED AND DECREED** that, within 60 days of the Implementation Date, for each Fund-Eligible Loan, Respondents shall notify all credit agencies that maintain a record of the loan that the loan records submitted by Respondents should be removed from the Maryland Borrower's credit history; and it is further

SETTLEMENT FUND

12. **ORDERED, ADJUDGED, AND DECREED** that Dahl Administration (the "Fund Administrator") shall maintain and administer the Maryland Settlement Fund. The Settlement Fund shall be funded by a series of payments made by the Named Respondents, as set forth below. The Named 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; and it is further

13. **ORDERED, ADJUDGED, AND DECREED** that the Fund Administrator shall not be authorized to pay or distribute any money from the Settlement Fund unless specifically authorized by this Consent Order; and it is further

14. **ORDERED, ADJUDGED, AND DECREED** that the Named Respondents shall make payment into the Maryland Settlement Fund (i) within 45 days of the Effective Date of this Consent Order, in an amount sufficient to make payment to all "Specified Borrowers" (defined below), and (ii) 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; and it is further

15. **ORDERED, ADJUDGED, AND DECREED** that each and every Named Respondent shall be jointly and severally liable for all payments under this Consent Order; and it is further

DISCLOSURE

16. **ORDERED, ADJUDGED, AND DECREED** that Respondents shall, by the Implementation Date of this Consent Order, deliver to the Commissioner and the Fund Administrator a list of all Maryland Borrowers with Fund-Eligible 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, all principal, interest, and other payments made, and the status of the loan (i.e., charged-off, paid off, or outstanding). The information delivered must be sufficient to determine for each borrower whether such borrower is a Refund Eligible Borrower and, if so, the proposed Borrower Refund Amount. The Fund Administrator shall be required to agree to maintain this information in strictest confidence given its sensitive and personal nature, and to execute a non-disclosure agreement, in a form acceptable to the parties, consistent with this requirement. In the event the Agency disputes the Respondents' calculation of the proposed Borrower Refund Amount, the two parties will work in good faith to resolve the disagreement based on the terms of this Consent Order. To the extent any dispute cannot be resolved between the parties, the dispute shall be submitted for resolution to Circuit Court for Baltimore City. Respondents shall provide any additional information and documents concerning a borrower upon written request by the Agency or Fund Administrator within 7 business days provided that information requested is reasonably related to the implementation of the Consent Order; and it is further

17. **ORDERED, ADJUDGED, AND DECREED** that Respondents shall, by the Implementation Date of this Consent Order, deliver to the Commissioner a list of all Covered Loans that were sold to a third party, and provide to the Commissioner the name, addresses, and other contact information for the parties that purchased these loans; and it is further

18. **ORDERED, ADJUDGED, AND DECREED** that, to the extent not already provided under this Consent Order, Respondents shall, upon request by the Commissioner, provide all documentation and information necessary for the Commissioner to confirm compliance with the Consent Order; and it is further

19. **ORDERED, ADJUDGED, AND DECREED** that, to the extent not already provided under this Consent Order, 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 Consent Order. Moreover, to the extent any federal or state law or other legal authority governing the disclosure or use of sensitive Borrower information (including, but not limited to Social Security Numbers, addresses, etc.) (hereinafter, "Borrower Information Law") permits disclosure of such information pursuant to an order of a court or other legal process, this Consent Order shall constitute compliance with such requirement, so long as the Fund Administrator has executed the non-disclosure agreement referenced in Paragraph 16 herein. To the extent any Borrower Information Law requires a party to obtain a subpoena, court-ordered or otherwise, or give notice to or obtain consent, in any form or manner, from any person or entity before disclosure of any Borrower information, the Court finds that, in view of the ongoing oversight of the Commissioner, and the requirement that all Borrower information be kept confidential, there is good cause to excuse such requirement, and this Consent Order shall constitute an express direction that the Respondents are exempt from

obtaining any subpoena or having to notify and/or obtain consent from any person or entity prior to the disclosure of Borrower information to the Fund Administrator and/or the Agency pursuant to this Consent Order; and it is further

FUND ADMINISTRATION

20. **ORDERED, ADJUDGED, AND DECREED** that, within sixty (60) days of the Implementation Date, the Fund Administrator shall determine, for each Maryland Borrower, the Borrower Refund Amount, if any, pursuant to the terms of this Consent Order, and shall contact every Maryland Borrower by mail, with follow-up by email and/or phone as necessary to make reasonable efforts to contact such borrower, to provide notice of this Consent Order and the borrowers' rights ("Notice of Settlement"), if applicable. All written Notice of Settlement and any claim forms shall be in both English and Spanish. The Commissioner and Respondent understand and agree that task of contacting the Maryland Borrowers in connection with the Consent Order or the Notice of Settlement shall be left to the Fund Administrator, but all communications shall be in a form agreed-upon by the parties and attached hereto as Exhibit A; and it is further

21. **ORDERED, ADJUDGED, AND DECREED** that the Fund Administrator shall maintain a website with the terms and conditions of the Consent Order and the process by which a borrower may file a claim for a refund to be paid using monies from the Maryland Settlement Fund, the form and content of which shall be determined by the Fund Administrator in its discretion and in consultation with the parties, whose reasonable input shall be considered. The website shall also, with appropriate measures to minimize fraud and promote accuracy, enable Refund Eligible Borrowers to file a claim for a refund with the Fund Administrator; and it is further

22. **ORDERED, ADJUDGED, AND DECREED** that 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; and it is further

23. **ORDERED, ADJUDGED, AND DECREED** that 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 90 days after the date the Notice of Settlement was mailed to that borrower; and it is further

24. **ORDERED, ADJUDGED, AND DECREED** that, within sixty (60) days of receiving an application from a Refund Eligible Borrower deemed substantially complete 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 substantially complete, the Fund Administrator shall notify the borrower that the application has been deemed deficient and the basis for the decision, and provide the borrower with forty-five (45) days to cure the deficiency; and it is further

25. **ORDERED, ADJUDGED, AND DECREED** that all funds distributed by the Fund Administrator shall be by check that is valid for ninety (90) days. For any borrower whose refund payments were returned or remained un-cashed for more than ninety (90) days, the Fund Administrator shall advise, by mail, each eligible borrower to who such checks were issued that such check was returned or remained un-cashed for more than ninety (90) days. The borrower may, if they contact the Fund Administrator within sixty (60) days thereafter, have such un-

cashed checks re-issued, such re-issued checks to be valid for sixty (60) days for their issue date; and it is further.

26. **ORDERED, ADJUDGED, AND DECREED:**

- a. The Fund Administrator shall make all reasonable efforts, as determined in the Fund Administrator's discretion, to locate and contact each Refund Eligible Borrower who has not submitted a claim within thirty (30) days of provision of notice.
- b. For any borrower whose initial notice was returned as undeliverable, the Fund Administrator shall make reasonable efforts to contact the borrower within thirty (30) days of such return. Such reasonable efforts shall include, but not be limited to, the use of commercially-available databases and public records. If correct contact information for a borrower whose initial Notice of Settlement was returned is identified, the Fund Administrator shall provide a new Notice of Settlement, and the applicable deadlines for submitting a claim for a refund shall (for that borrower) apply from the new Notice of Settlement date.
- c. For any Refund-Eligible Borrower whose refund payment was returned as undeliverable or otherwise, the Fund Administrator shall make reasonable efforts to contact the borrower within thirty (30) days of such return. Such reasonable efforts shall include, but not be limited to, the use of commercially-available databases and public records. If correct contact information for a Refund Eligible Borrower whose refund payment was

returned is identified, the Fund Administrator shall send the refund to such updated address;

and it is further

27. **ORDERED, ADJUDGED, AND DECREED** that, every thirty (30) days, the Fund Administrator shall provide to the Commissioner and Respondents a monthly report that provides the following information: (a) number of claims for Borrower Refund Amounts received; (b) number of claims paid; (c) total amount paid; (d) number of deficient claims received (*i.e.*, claims for Borrower Refund Amounts which the Fund Administrator deems deficient in its reasonable judgment); (e) number of deficient claimants notified of their deficiency; (f) number of cured deficiencies; (g) number of ineligible claims made; (h) the Maryland loan IDs of the borrowers whose claims were deemed deficient or ineligible; (i) for each claim deemed deficient or ineligible, the basis for this decision; (j) the Maryland loan IDs of the borrowers whose refund checks were returned or remained uncashed after ninety (90) days, and amounts of each check; and (k) whether any borrower disputes the determination of any refund eligibility or calculation by the Fund Administrator. In addition, the Fund Administrator shall provide to the Commissioner any information requested by the Commissioner relating to any claim for a Borrower Refund Amount. The final determination of whether and how much to pay any borrower rests in the Fund Administrator's reasonable discretion, based upon the terms of this Consent Order, the loan and payment information provided by Respondents and any information provided by the borrowers, except that, if a borrower disputes the Fund Administrator's determination either of his or her eligibility for or the amount of the Borrower Refund Amount, such dispute shall be resolved by the Circuit Court for Baltimore City; and it is further

28. **ORDERED, ADJUDGED, AND DECREED** that the Fund Administrator shall, upon request by the Commissioner, provide all documentation and information necessary for the Commissioner to confirm compliance with the Consent Order; and it is further

29. **ORDERED, ADJUDGED, AND DECREED** that the Commissioner shall have the right to remove the Fund Administrator for materially failing to comply with the terms of this Consent Order or for otherwise acting improperly. In such circumstance, both Commissioner and Respondents must consent to the selection of a successor Fund Administrator. If the parties fail to reach agreement, the Fund Administrator shall be appointed upon application of the parties by the Circuit Court for Baltimore City; and it is further

30. **ORDERED, ADJUDGED, AND DECREED** that the Named Respondents shall pay any and 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 Commissioner or the State of Maryland be liable for any costs associated with creating, maintaining, and administering the Settlement Fund; and it is further

31. **ORDERED, ADJUDGED, AND DECREED** that the Commissioner and the State of Maryland shall have no liability whatsoever to Respondents, the Fund Administrator, or Maryland Borrowers in connection with the administration of the Settlement Fund or for any actions by Respondents or the Fund Administrator with respect to the monies deposited; and it is further

PAYMENTS TO SPECIFIED BORROWERS

32. **ORDERED, ADJUDGED, AND DECREED** that within 45 days of the Effective date of this Consent Order, the Fund Administrator will contact the following specified

borrowers (the "Specified Borrowers"). The Fund Administrator shall make a monetary payment by check in the amounts indicated below. Such payments shall be in lieu of and supersede any claim these Specified Borrowers may otherwise have been entitled to make to the Maryland Settlement Fund, unless the amount available to them from the Maryland Settlement Fund would be greater than this payment, in which case they are eligible to receive payments from the Maryland Settlement Fund, in conformance with the requirements of that Fund, with that amount to be reduced by the amount paid under this provision.

- a. [REDACTED] - \$5021.13
- b. [REDACTED] - \$1225.00
- c. [REDACTED] - \$120.00
- d. [REDACTED] - \$300.00
- e. [REDACTED] - \$400.00
- f. [REDACTED] - \$250.00
- g. [REDACTED] - \$591.44
- h. [REDACTED] - \$850.00
- i. [REDACTED] - \$1045.00
- j. [REDACTED] - \$1,234.00
- k. [REDACTED] - \$500.00
- l. [REDACTED] - \$3013.19
- m. [REDACTED] - \$870.88
- n. [REDACTED] - \$117.00
- o. [REDACTED] - \$737.00
- p. [REDACTED] - \$925.82

- q. [REDACTED] - \$1130
- r. [REDACTED] (two loans) - \$236.95
- s. [REDACTED] - \$597.88
- t. [REDACTED] - \$650.00

And it is further

33. **ORDERED, ADJUDGED, AND DECREED** that payments to the Specified Borrowers shall be accompanied by a form letter, attached hereto as Exhibit B, pre-approved by the Commissioner, indicating that the Payments are being made pursuant to this Consent Order, and that the Specified Borrowers do not waive any legal rights as a result of this payment; and it is further

34. **ORDERED, ADJUDGED, AND DECREED** that, within 90 days of the Effective Date, the Named Respondents shall notify the Commissioner of any Specified Borrowers who did not receive their monetary payments or cash the check issued them; and it is further

35. **ORDERED, ADJUDGED, AND DECREED** that, after all checks to Specified Borrowers have been cashed or expired, the Fund Administrator shall remit a check payable to Comptroller of Maryland, delivered to the Commissioner, in an amount equal to the value of all uncashed checks sent to Specified Borrowers; and it is further

36. **ORDERED, ADJUDGED, AND DECREED** that, after all outstanding claims of Maryland Borrowers are paid and all applicable periods for curing a deficient or incomplete claim under this Consent Order have been exhausted, and after the payment set forth in Paragraph 35 is made, any and all monies remaining in the Maryland Settlement Fund shall revert back to CashCall.

PAYMENTS TO THE COMMISSIONER

37. **ORDERED, ADJUDGED, AND DECREED** that, within 30 days of the Effective Date of this Consent Order, the Named Respondents shall remit a check payable to the Comptroller of Maryland, delivered to the Commissioner, in the amount of \$80,200 (EIGHTY THOUSAND TWO HUNDRED DOLLARS); and it is further

EFFECT OF OTHER AGREEMENTS

38. **ORDERED, ADJUDGED AND DECREED** that should one or more of the Named Respondents enter into any subsequent agreement with any other state Commissioner, 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 Consent Order, then this Consent Order shall be deemed to be modified to provide the Commissioner 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 residing 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 (i) final court judgment, or (ii) 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 considered in making a finding of whether such a Subsequent Settlement Agreement is more favorable (but are not, standing alone, determinative of such a finding, which must be based on consideration of such an agreement in its entirety)

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 payments described in paragraphs 32-36 due under this Consent Order (calculated as a percentage of Maryland'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 Maryland Borrowers as a result of this provision prior to the Fund Administrator's distribution of refunds pursuant to this Consent Order shall be included within the refunds provided by the Fund Administrator. Should additional funds become available for refunds to Maryland Borrowers as a result of this provision subsequent to the 60 day notice period described in Paragraph 20 of this Consent Order, Named Respondents shall pay to the Commissioner at the conclusion of the claims process an amount equal to the total amount of additional refunds that would be due to those Maryland Borrowers that were provided refunds by the Fund Administrator. Named Respondents shall notify the Commissioner of the State of Maryland of the existence of such more favorable benefits and terms within ten (10) days of the execution of such Subsequent Settlement Agreement and the Commissioner of the State of Maryland shall have the right to receive the more favorable benefits and terms immediately. If the parties cannot reach agreement as to whether a Subsequent Settlement Agreement contains more favorable terms, the dispute shall be resolved by the Circuit Court for Baltimore City, and the parties waive their right to appeal; and it is further

COOPERATION WITH THE AGENCY

39. **ORDERED, ADJUDGED AND DECREED** that Respondents shall take all reasonable steps to cooperate with the Agency and the Fund Administrator in order to effectuate the terms of this agreement; and it is further

COMPLIANCE & ENFORCEMENT

40. **ORDERED, ADJUDGED AND DECREED** that any notices, statements or other written documents required by this Consent Order shall be provided by first class mail to the intended recipient at the addresses set forth below, unless a different address is specified in writing by the party changing such address, and as to Respondents, by first class mail and email:

For the Commissioner, to:

Commissioner of Financial Regulation
500 N. Calvert Street, Suite 402
Baltimore, Maryland 21202
Attn: Jedd Bellman, Assistant Commissioner

Copy to:

W. Thomas Lawrie, Assistant Attorney General
Office of the Attorney General
Department of Labor, Licensing, and Regulation
500 N. Calvert Street, Suite 406
Baltimore, Maryland 21202
wthomas.lawrie@maryland.gov

For Respondents, to

Katya Jestin
Jenner & Block LLP
919 Third Avenue
New York, NY 10021
kjestin@jenner.com

And it is further

CONTINUING JURISDICTION

41. **ORDERED, ADJUDGED AND DECREED** that the Court shall retain jurisdiction for the purpose of carrying out the terms of this Consent Order, to which jurisdiction

the Respondents consent solely for purposes of the enforcement of this Consent Order. Any party to this Consent Order may apply to the Court for such other and further relief as may be necessary to effectuate the terms of this Consent Order, upon five (5) days notice to all other parties; and it is further

GENERAL PROVISIONS

42. **ORDERED, ADJUDGED AND DECREED** that any failure of the Commissioner to exercise any right under this Consent Order shall not constitute a waiver of any rights of the Commissioner hereunder; and it is further

43. **ORDERED, ADJUDGED AND DECREED** that Respondents and the Commissioner further agree to execute and deliver all authorizations, documents and instruments that are necessary to carry out the terms and conditions of this Consent Order; and it is further

44. **ORDERED, ADJUDGED AND DECREED** that any agreements by the Commissioner as part of this Consent Order are expressly conditioned upon the truthfulness and accuracy of the material representations made by Respondents and their counsel during the investigation and litigation including the number, amount and timing of loans made to Maryland Borrowers and the amount of NSF, late fees and credit cards fees paid by Loan-Eligible Borrowers; and it is further

45. **ORDERED, ADJUDGED AND DECREED** that, by entering into this Consent Order, the Commissioner hereby releases and discharges Respondents from any and all grievances, suits, causes of action and any claims of any nature whatsoever relating to or arising out of the conduct asserted in the Actions and/or in any way related to or arising from the solicitation, making, servicing and collection on any Covered Loans, whether arising in contract, tort, statute, or any other theory of action, whether arising in law or equity, 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, related to the subject matter of the Actions or otherwise related to Covered Loans, that is based on actions, facts, or occurrences that happened prior to the Effective Date of this Consent Order, with the exception of any facts, actions, occurrences, or judgments in any way related to the prior administrative action brought by the Commissioner against CashCall and Reddam in agency case number DFR-EU-2009-184, including the Final Order issued by the Commissioner in the case, as well as all subsequent court proceedings related to the action, currently on appeal in the Maryland Court of Special Appeals, September Term, 2013, No. 01477, which are not subject to, or in any way affected by, this Consent Order; and it is further

46. **ORDERED, ADJUDGED AND DECREED** that nothing herein shall in any way preclude the Commissioner from bringing or continuing an action against any person that is not a Respondent, including any third-party debt buyers unaffiliated with a Named Respondent, or such a debt buyers' agents, employees, officers, etc.; and it is further

47. **ORDERED, ADJUDGED AND DECREED** that any Refund Eligible Borrower who submits a claim and receives a refund pursuant to the terms of the Maryland Settlement Fund will first be required by the Fund Administrator to release and discharge Respondents from any and all grievances, suits, causes of action and any claims of any nature whatsoever relating to or arising out of the conduct asserted in the Actions and/or in any way related to or arising from the solicitation, making, servicing and collection on the Covered Loans 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, related to the subject matter of the Actions or otherwise related to Covered Loans, and that is based on actions, facts, or occurrences that happened prior to the Effective Date of this Consent Order, with the exception of any facts, actions, occurrences, or judgments in any way related to the prior administrative action brought by the Commissioner against CashCall and Reddam in Agency case number DFR-EU-2009-184, including the Final Order issued by the Commissioner in the case, as well as all subsequent court proceedings related to the action, currently on appeal in the Maryland Court of Special Appeals, September Term, 2013, No. 01477, which are not subject to, or in any way affected by, this Consent Order; and it is further

48. **ORDERED, ADJUDGED AND DECREED** that nothing contained in this Consent Order shall be construed as an admission or denial by Respondents of any liability, wrongdoing or legal or factual issue, and this Consent Order may not be used as evidence of liability or for any other purpose in any action against Respondents; and it is further

49. **ORDERED, ADJUDGED AND DECREED** that this Consent Order sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes and extinguishes all prior and contemporaneous orders, agreements, understandings, inducements or conditions, express or implied, with the exception of any facts, actions, occurrences, or judgments in any way related to the prior administrative action brought by the Commissioner against CashCall and Reddam in agency case number DFR-EU-2009-184, including the Final Order issued by the Commissioner in that case, as well as all subsequent court proceedings related to that Action, currently on appeal in the Maryland Court of Special Appeals, September Term, 2013, No. 01477, which are not subject to, or in any way affected by, this Consent Order. There are no representations, arrangements, or understandings, oral or

written, between the parties relating to the subject matter of this Consent Order that are not fully expressed herein or attached hereto; and it is further

50. **ORDERED, ADJUDGED AND DECREED** that nothing in this Consent Order shall be construed as relieving Respondents of their obligations to comply with all applicable laws, regulations, and rules, or as granting permission to engage in any acts or practices prohibited by such law, regulation, or rule; and it is further

51. **ORDERED, ADJUDGED AND DECREED** that Respondents shall adhere to all terms of this Consent Order, the violation of which may result in sanctions being imposed by the Court, and also constitutes a violation of a Final Order of the Commissioner; and it is further

52. **ORDERED, ADJUDGED AND DECREED** that Respondents waive any further notice of submission of this Consent Order to and filing thereof with the Court and agree to accept service of a conformed copy by first-class mail and electronic mail to counsel for Respondents.

DATED this 19th day of June, 2014.

The Judge's signature appears
on the original document.

Shirley Dugan
BT

DATED this ____ day of June, 2014.

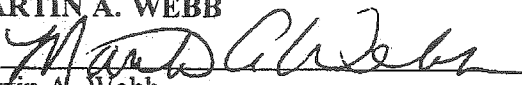
MARYLAND COMMISSIONER OF FINANCIAL REGULATION

By:

Mark Kaufman
Commissioner of Financial Regulation

DATED this 16th day of June, 2014.

MARTIN A. WEBB

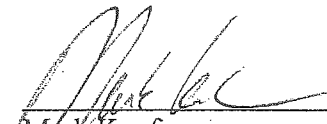
By: 
Martin A. Webb

**WESTERN SKY FINANCIAL, LLC
GREAT SKY FINANCE, LLC
PAYDAY FINANCIAL, LLC
RED STONE FINANCIAL, LLC
RED RIVER VENTURES, LLC
MANAGEMENT SYSTEMS, LLC**

By: 
Martin A. Webb, Managing Member

DATED this 17th day of June, 2014.

MARYLAND COMMISSIONER OF FINANCIAL REGULATION

By: 

Mark Kaufman
Commissioner of Financial Regulation

DATED this _____ day of June, 2014.

MARTIN A. WEBB


By: _____
Martin A. Webb

**WESTERN SKY FINANCIAL, LLC
GREAT SKY FINANCE, LLC
PAYDAY FINANCIAL, LLC
RED STONE FINANCIAL, LLC
RED RIVER VENTURES, L/C
MANAGEMENT SYSTEMS, LLC**

By: _____
Martin A. Webb, Managing Member

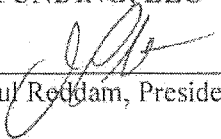
DATED this 16 day of June, 2014.

J. PAUL REDDAM

By: 

J. Paul Reddam

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

By: 

J. Paul Reddam, President

DELBERT SERVICES CORP.

By: 

J. Paul Reddam, Director

EXHIBIT A

MD Western Sky Settlement Fund Administrator
c/o Dahl Administration
P.O. Box 3614
Minneapolis, MN 55403-0614

**IN THE MATTER OF THE PETITION OF WESTERN SKY
FINANCIAL, LLC AND IN THE MATTER OF THE PETITION OF
CASHCALL, INC.**

**IMPORTANT NOTICE APPROVED BY THE MARYLAND
COMMISSIONER OF FINANCIAL REGULATION**

**PLEASE READ THIS NOTICE CAREFULLY,
AS THERE ARE TIME-SENSITIVE DEADLINES
THAT MAY AFFECT YOUR RIGHTS.**

What is this Notice about?

You have been identified as a Maryland consumer who took out a loan made by, originated by, funded by or otherwise involving Western Sky Financial, LLC ("Western Sky"); Great Sky Finance, LLC ("Great Sky"); PayDay Financial, LLC ("PayDay"); Red Stone Financial, LLC ("Red Stone"); Red River Ventures, LLC ("Red River"); Management Systems, LLC ("Management Systems"); or Martin A. Webb prior to May 1, 2011, which was subsequently sold or assigned to CashCall, Inc. ("CashCall") or WS Funding, LLC ("WS Funding"), (collectively, "Respondents"). As a result of an investigation conducted by the Office of the Commissioner of Financial Regulation and the resulting settlement (in which Respondents neither admit nor deny liability), you may be eligible to receive a refund, loan release, and/or and a credit history adjustment removing any loan covered by this settlement from your credit history.

Only borrowers who took out a loan from Western Sky may be eligible for refunds. To receive a refund (assuming you are eligible), you must file a Claim Form, postmarked or received by [DATE]. A paper Claim Form is attached or you can download a custom Claim Form or file a claim online at www.MDWesternSkySettlement.com.

You may owe taxes or have other tax liability as a result of receiving a refund and/or a loan release, and so you should contact your tax advisor with any questions about the tax implications of your application for a refund and/or your receiving a loan release.

Obtaining Your Refund

To obtain your refund (assuming you are eligible), you must submit a Claim Form (attached), either by email, fax, mail, or courier, or online at www.MDWesternSkySettlement.com. The Claim Form requires: your name, your current contact information, the last 4 digits of your social security number (or your tax identification number), your date of birth, and your signature as specified on the Claim Form.

Once your Claim Form has been submitted, it will be verified by the Settlement Administrator and you will be informed of the amount of your refund, if any. If you agree to this amount, you must then execute and return a Release Form along with documentation proving your identity (which will be specified in more detail on the Release Form). Upon receipt of the Release Form and accompanying documentation, the Fund Administrator will verify your identity, and issue you a refund.

You may owe taxes or have other tax liability as a result of receiving a refund, and so you should contact a tax advisor with any questions about the tax implications of your application for a refund.

How to File a Claim For a Refund

To receive a refund (assuming you are eligible), you must file a claim postmarked or received **on or before [DATE]**. Claims can be filed 1) online at www.MDWesternSkySettlement.com or 2) by email, fax, mail, or courier.

Online: go to the settlement website: www.MDWesternSkySettlement.com and follow the instructions. Copies of the Consent Order and other documents are also on the website.

Email, Fax, Mail or Courier: fill out the attached Claim Form and send to:

By Email: mail@MDWesternSkySettlement.com, or

By Fax: 1-952-955-4589, or

By Mail:

**MD Western Sky Settlement
Fund Administrator or
c/o Dahl Administration
P.O. Box 3614
Minneapolis, MN 55403-0614**

By Courier:

**MD Western Sky Settlement Fund
Administrator c/o Dahl Administration
6465 Wayzata Blvd., Suite 420
Minneapolis, MN 55426
1-888-213-6188**

You may obtain additional copies of the Claim Form by visiting the Settlement Fund's website at www.MDWesternSkySettlement.com or by calling 1-888-213-6188.

IMPORTANT: THE DEADLINE FOR FILING YOUR CLAIM FORM IS [DATE].

IF YOU DO NOT SUBMIT A CLAIM FORM THAT IS POSTMARKED BY [DATE], YOU WILL **NOT** BE ELIGIBLE FOR A REFUND UNDER THIS SETTLEMENT.

Loan Release

Because of disputes regarding the validity and enforceability of certain loans made by Respondents, Respondents and the Commissioner have reached an agreement whereby you have received a loan release if you : (1) obtained a loan from Western Sky, Great Sky, PayDay, Red Stone, Red River, or Management Systems while a resident of the State of Maryland and that loan has an outstanding balance and (2) that loan was owned by one of the Respondents as of [DATE AGREEMENT IS EXECUTED]. Your outstanding balance has been reduced to \$0. You do not have to do anything to obtain this loan release.

You may owe taxes or have other tax liability as a result of receiving a loan release, and so you should contact a tax advisor with any questions about the tax implications of your receiving a loan release.

Credit History Adjustments

You are eligible for a credit history adjustment if you received a loan from Respondents while a resident of Maryland. You do not have to do anything to receive the credit history adjustment.

How will my credit history be adjusted?

As of [DATE], Respondents will have notified all credit reporting agencies that maintain a record of your loan that loan records corresponding to the period of time that CashCall (or WS Funding) owned the loan should be removed from your credit history. Feel free to check your credit report periodically after [DATE] to confirm this has happened, but understand that it may take 30 to 45 days for the credit reporting agencies to update their records.

Questions?

Will my personal information be shared with anyone?

Every thirty days, the Fund Administrator is required to send a report to the Commissioner and CashCall containing summary information, including the loan IDs of all borrowers who filed claims but whose claims were deemed insufficient or deficient for some reason. This report will also include an explanation of why the claim was deemed insufficient or deficient.

Additionally, the Commissioner or the Fund Administrator, from time to time, may request personal information, including Social Security numbers and contact information, from the Respondents in order to effectuate the terms of the settlement.

Will I have to release anyone from claims that I may have against them?

YES. To receive a refund check, you will be required to release the Respondents, as well as their employees, agents, assignee, etc. (see the claim form and Settlement for complete details) from any and all grievances, suits, administrative actions, causes of action and any claims of any nature whatsoever relating to or arising out of conduct previously alleged by the Commissioner, by submitting a signed Release Form. You will not be required to release the Respondents from any grievances, suits, administrative actions, causes of action or any claims arising out of any other conduct. You can view the Claim Form or Consent Order on the settlement website at www.MDWesternSkySettlement.com to read all of the language related to the release.

You do not need to submit a Release Form in order to find out the amount of your refund.

When can I expect to get my refund?

You should learn your refund amount within [NUMBER] days after submitting a complete and valid Claim Form. You should get your refund within 60 days of submitting your signed Release Form and accompanying documentation proving your identity. If your claim form is not substantially complete (other than the execution of the Release Form, which you need not do until learning your refund amount), the Fund Administrator will notify you of the deficiency and give you 45 days to cure the deficiency.

What is the amount of my refund?

You will be provided with a calculated refund amount after you submit a Claim Form by following the procedures described at the top of page 2 of this Notice, as well as information about how such amount was calculated and your right to contest or challenge the calculated refund amount.

How can I get more information?

Contact the Fund Administrator at:

**MD Western Sky Settlement Fund Administrator c/o Dahl
Administration
P.O. Box 3614
Minneapolis, MN 55403-0614
mail@MDWesternSkySettlement.com
1-888-213-6188**

Or contact the Maryland Office of the Commissioner of Financial Regulation at:

**Commissioner of Financial Regulation
Attn: Carmen R. Flowers, Paralegal
500 N. Calvert Street, Suite 402
Baltimore, Maryland 21202
E-mail: legaladmin.dllr@maryland.gov
Phone: 410-230-6153**

EXHIBIT B

MD Western Sky Settlement Fund Administrator
c/o Dahl Administration
P.O. Box 3614
Minneapolis, MN 55403-0614

**IN THE MATTER OF THE PETITION OF WESTERN SKY
FINANCIAL, LLC AND IN THE MATTER OF THE PETITION OF
CASHCALL, INC.**

**IMPORTANT NOTICE APPROVED BY THE MARYLAND COMMISSIONER
OF FINANCIAL REGULATION TO SPECIFIED MARYLAND CONSUMERS**

**PLEASE READ THIS NOTICE CAREFULLY,
AS THERE ARE TIME-SENSITIVE DEADLINES
THAT MAY AFFECT YOUR RIGHTS.**

What is this Notice about?

You have been identified as a Maryland consumer who took out a loan made by, originated by, funded by or otherwise involving Western Sky Financial, LLC ("Western Sky"); Great Sky Finance, LLC ("Great Sky"); PayDay Financial, LLC ("PayDay"); Red Stone Financial, LLC ("Red Stone"); Red River Ventures, LLC ("Red River"); Management Systems, LLC ("Management Systems"); or Martin A. Webb prior to May 1, 2011. The loans made by, originated by, funded by or otherwise involving Western Sky were subsequently sold or assigned to CashCall, Inc. ("CashCall") or WS Funding, LLC ("WS Funding"), (collectively with the persons and entities referenced above, "Respondents").

As part of the investigation conducted by the Office of the Commissioner of Financial Regulation and in the resulting settlement (in which Respondents neither admit nor deny liability), you were specifically identified as a consumer entitled to a monetary payment. You were also identified as a consumer entitled to receive a loan release, as well as a credit history adjustment removing any loan covered by this settlement from your credit history. You do not waive any legal rights as a result of these benefits. If your loan was from Western Sky only, you may also be entitled to receive an additional refund, but you will be required to waive certain legal rights in order to receive any such refund; this is discussed more fully in Attachment 1 to this Notice.

You may owe taxes or have other tax liability as a result of receiving the attached monetary payment and the loan release, and so you should contact a tax advisor with any questions about the tax implications of these benefits.

Monetary Payment

As a result of the settlement of this matter between the Commissioner and the Respondents, you are being provided the attached monetary payment. You do not waive any legal rights as a result of this payment.

You may owe taxes or have other tax liability as a result of receiving this monetary payment, and so you should contact a tax advisor with any questions about the tax implications of your receiving this monetary payment.

Loan Release

Because of disputes regarding the validity and enforceability of certain loans made by Respondents, Respondents and the Commissioner have reached an agreement whereby you have received a loan release if you : (1) obtained a loan from Western Sky, Great Sky, PayDay, Red Stone, Red River, or Management Systems while a resident of the State of Maryland and that loan has an outstanding balance and (2) that loan was owned by one of the Respondents as of [DATE AGREEMENT IS EXECUTED]. Your outstanding balance has been reduced to \$0. You do not have to do anything obtain this loan release.

You may owe taxes or have other tax liability as a result of receiving a loan release, and so you should contact a tax advisor with any questions about the tax implications of your receiving a loan release.

Credit History Adjustments

You are eligible for a credit history adjustment if you received a loan from Respondents while a resident of Maryland. You do not have to do anything to receive the credit history adjustment.

How will my credit history be adjusted?

As of [DATE], Respondents will have notified all credit reporting agencies that maintain a record of your loan that loan records corresponding to the period of time that Respondents owned the loan should be removed from your credit history. Feel free to check your credit report periodically after [DATE] to confirm this has happened, but understand that it may take 30 to 45 days for the credit reporting agencies to update their records.

Questions About These Benefits?

Will I have to release anyone from claims that I may have against them?

NO. You do not waive any legal rights as a result of receiving the attached monetary payment. You also do not waive any legal rights as a result of receiving the loan release and the credit history adjustment. You will not be required to release the Respondents from any grievances, suits, administrative actions, causes of action or any claims arising out of their conduct.

For Western Sky borrowers only: You do not waive any legal rights as a result of receiving the attached monetary payment, the loan release, and the credit history adjustment. However, if you are eligible to receive additional money from the Maryland Western Sky Settlement Fund established for Western Sky borrowers only, as discussed in Attachment 1, and if you elect to receive money from the fund, you will be required to release the Respondents and others from any and all grievances, suits, administrative actions, causes of action and any claims of any nature whatsoever relating to or arising out of conduct previously alleged by the Commissioner, by submitting a signed Release Form. This is discussed in more detail in Attachment 1.

How can I get more information?

Contact the Maryland Office of the Commissioner of Financial Regulation at:

**Commissioner of Financial Regulation
Attn: Carmen R. Flowers, Paralegal
500 N. Calvert Street, Suite 402
Baltimore, Maryland 21202
E-mail: legaladmin.dllr@maryland.gov
Phone: 410-230-6153**

ATTACHMENT 1

Possible Additional Refund for Western Sky Borrowers Only

Under the terms of the settlement between the Commissioner and the Respondents, most Western Sky borrowers did not receive an automatic monetary payment. Instead, a Maryland Settlement Fund for Western Sky borrowers only was established. This Fund provides borrowers with partial refunds of interest payments made on Western Sky loans. To receive a refund, a borrower must elect to participate in the Maryland Settlement Fund, they must provide documentation proving their identity, and they are required to waive certain legal rights.

You may be eligible to receive an additional refund from the Maryland Settlement Fund if the amount of refund to which you are entitled under that Fund is more than the amount of the monetary payment that you received with this Notice. However, the amount of money that you are eligible to receive from the Fund will be reduced by the amount of the monetary payment that you received with this Notice. The specific requirements for the Fund are discussed below.

Obtaining Your Additional Refund

To obtain your additional refund (assuming you are eligible), you must submit a Claim Form (attached), either by email, fax, mail, or courier, or online at www.MDWesternSkySettlement.com. The Claim Form requires: your name, your current contact information, the last 4 digits of your social security number (or your tax identification number), your date of birth, and your signature as specified on the Claim Form.

Once your Claim Form has been submitted, it will be verified by the Settlement Administrator and you will be informed of the amount of your additional refund, if any. If you agree to this amount, you must then execute and return a Release Form along with documentation proving your identity (which will be specified in more detail on the Release Form). Upon receipt of the Release Form and accompanying documentation, the Fund Administrator will verify your identity, and issue you an additional refund.

You may owe taxes or have other tax liability as a result of receiving this additional refund, and so you should contact a tax advisor with any questions about the tax implications of your application for an additional refund.

How to File a Claim For an Additional Refund

Only borrowers who took out a loan from Western Sky may be eligible for refunds. To receive a refund (assuming you are eligible), you must file a Claim Form, postmarked or received by [DATE]. A paper Claim Form is attached or you can download a custom Claim Form or file a claim online at www.MDWesternSkySettlement.com.

To receive a refund (assuming you are eligible), you must file a claim postmarked or received **on or before [DATE]**. Claims can be filed 1) online at www.MDWesternSkySettlement.com or 2) by email, fax, mail, or courier.

Online: go to the settlement website: www.MDWesternSkySettlement.com and follow the instructions. Copies of the Consent Order and other documents are also on the website.

Email, Fax, Mail or Courier: fill out the attached Claim Form and send to:

By Email: mail@MDWesternSkySettlement.com, **or**

By Fax: 1-952-955-4589, **or**

By Mail:

MD Western Sky Settlement
Fund Administrator
c/o Dahl Administration
P.O. Box 3614
Minneapolis, MN 55403-0614

or

By Courier:

MD Western Sky Settlement Fund
Administrator c/o Dahl Administration
6465 Wayzata Blvd., Suite 420
Minneapolis, MN 55426
1-888-213-6188

You may obtain additional copies of the Claim Form by visiting the Settlement Fund's website at www.MDWesternSkySettlement.com or by calling 1-888-213-6188.

IMPORTANT: THE DEADLINE FOR FILING YOUR CLAIM FORM IS [DATE].

IF YOU DO NOT SUBMIT A CLAIM FORM THAT IS POSTMARKED BY **[DATE]**, YOU WILL **NOT** BE ELIGIBLE FOR AN ADDITIONAL REFUND UNDER THIS SETTLEMENT.

Questions Related to the Maryland Western Sky Settlement Fund?

Will my personal information be shared with anyone?

Every thirty days, the Fund Administrator is required to send a report to the Commissioner and CashCall containing summary information, including the loan IDs of all borrowers who filed claims but whose claims were deemed insufficient or deficient for some reason. This report will also include an explanation of why the claim was deemed insufficient or deficient.

Additionally, the Commissioner or the Fund Administrator, from time to time, may request personal information, including Social Security numbers and contact information, from the Respondents in order to effectuate the terms of the settlement.

Will I have to release anyone from claims that I may have against them?

YES. To receive an additional refund check, you will be required to release the Respondents, as well as their employees, agents, assignees, etc. (see the claim form and Settlement for complete details) from any and all

grievances, suits, administrative actions, causes of action and any claims of any nature whatsoever relating to or arising out of conduct previously alleged by the Commissioner, by submitting a signed Release Form. You will not be required to release the Respondents from any grievances, suits, administrative actions, causes of action or any claims arising out of any other conduct. You can view the Claim Form or Consent Order and Addendum on the settlement website at www.MDWesternSkySettlement.com to read all of the language related to the release.

You do not need to submit a Release Form in order to find out the amount of your possible additional refund.

When can I expect to get my additional refund?

You should learn your additional refund amount, if any, within [NUMBER] days after submitting a complete and valid Claim Form. You should get your additional refund within 60 days of submitting your signed Release Form and accompanying documentation proving your identity. If your claim form is not substantially complete (other than the execution of the Release Form, which you need not do until learning your refund amount), the Fund Administrator will notify you of the deficiency and give you 45 days to cure the deficiency.

What is the amount of my possible additional refund?

You will be provided with a calculated additional refund amount, if any, after you submit a Claim Form by following the procedures described at the top of page 2 of this Notice, as well as information about how such amount was calculated and your right to contest or challenge the calculated additional refund amount.

How can I get more information?

Contact the Fund Administrator at:

**MD Western Sky Settlement Fund Administrator
c/o Dahl Administration
P.O. Box 3614
Minneapolis, MN 55403-0614
mail@MDWesternSkySettlement.com
1-888-213-6188**

Or contact the Maryland Office of the Commissioner of Financial Regulation at:

**Commissioner of Financial Regulation
Attn: Carmen R. Flowers, Paralegal
500 N. Calvert Street, Suite 402
Baltimore, Maryland 21202
E-mail: legaladmin.dllr@maryland.gov
Phone: 410-230-6153**