

IN THE CIRCUIT COURT OF THE 13TH JUDICIAL CIRCUIT
IN HILLSBOROUGH COUNTY, FL
CIVIL DIVISION
CASE NO.: 13-CA-15462; Div. B

OFFICE OF THE ATTORNEY GENERAL, STATE
OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS,
AND OFFICE OF FINANCIAL REGULATION,
STATE OF FLORIDA

Plaintiffs,

v.

WESTERN SKY FINANCIAL, LLC, CASHCALL, INC.,
WS FUNDING, LLC, DELBERT SERVICES
CORPORATION, and JOHN PAUL REDDAM,

Defendants.

STIPULATED FINAL JUDGMENT AND ORDER

Plaintiffs, **OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS** (the “Attorney General”), by and through the undersigned Assistant Attorney General, and **OFFICE OF FINANCIAL REGULATION, STATE OF FLORIDA** (the “OFR”), by and through the undersigned Assistant General Counsel, (collectively, “Plaintiffs”) and the Defendants, **WESTERN SKY FINANCIAL, LLC** (“Western Sky”), a South Dakota limited liability company, **CASHCALL, INC.** (“CashCall”), a California corporation, **WS FUNDING, LLC** (“WS Funding”), a Delaware limited liability company and wholly owned subsidiary of CashCall, **DELBERT SERVICES CORPORATION** (“Delbert”), previously a Nevada corporation, and **JOHN PAUL REDDAM** (“Reddam”), president, CEO, owner and director of CashCall, (collectively, “Defendants”), enter into this Stipulated Final

Judgment and Order (“Stipulated Order”) for the purpose of resolving all issues pertaining to this case.

WHEREAS, on December 23, 2013, Plaintiffs filed a Complaint in this matter against Defendants pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (“FDUTPA”), Consumer Finance Act, Chapter 516, Florida Statutes; and Interest, Usury and Lending Practices, Chapter 687, Florida Statutes, alleging violations of Florida’s consumer protection, consumer finance, and usury laws, specifically relating to origination, servicing, and collection of loans with interest rates in excess of Florida’s legal rate of interest.

WHEREAS, the Attorney General is an enforcing authority of FDUTPA, and is authorized to bring this action and seek injunctive relief and other equitable and statutory relief pursuant to FDUTPA.

WHEREAS, OFR, by operation of section 20.121(3)(a)2., Florida Statutes, is responsible for the enforcement of, and is authorized to bring this action pursuant to, Chapters 516 and 687, Florida Statutes.

WHEREAS, Plaintiffs and Defendants have agreed on a basis for settlement of the matters alleged in the Complaint filed in this action (“Action”), in coordination with the settlement of two other related matters pending against one or more of the Defendants:

1) an administrative proceeding instituted by OFR in *Office of Financial Regulation v. CashCall, Inc., et al.*, DOAH No. 16-3758, pending in the Division of Administrative Hearings (the “Administrative Proceeding”), under the terms of which Defendants would pay a \$500,000 administrative fine, and 2) a certified class action in *Inetianbor, et al. v. CashCall, Inc., et al.*, Case No: 0:13-cv-60066, pending in the United States District Court for the Southern District of Florida

(“Class Action”), under the terms of which Defendants would pay approximately \$14 million for purposes of restitution, attorney’s fees and costs, the parties agree to entry of this Stipulated Final Judgment and Order without the need for trial, additional discovery in this Action, or adjudication of any issue of law or fact.

WHEREAS, the resolution of this Action, the Administrative Proceeding, and the Class Action, subject to applicable court and agency approval, is contemplated to collectively result in monetary relief to Florida consumers who obtained a Western Sky loan that was subsequently purchased, serviced, or collected by Defendants WS Funding, CashCall, or Delbert, of approximately \$11 million in restitution and \$15 million in loan balances for which collection and enforcement ceased.

WHEREAS, this Stipulated Order is executed by the parties contemporaneously with a settlement stipulation in the Administrative Proceeding, and a Class Action settlement agreement to accompany a motion for preliminary approval of the Class Action settlement agreement.

Upon the stipulation and agreement of the parties to this Stipulated Final Judgment and Order, and this Court having reviewed the file and being advised in the premises, it is hereby **ORDERED, ADJUDGED** and **DECREED** as follows:

I. PARTIES SUBJECT TO FINAL JUDGMENT

1. Unless otherwise provided, this Stipulated Order shall apply to Defendants and their agents, servants, employees, officers, members, directors, affiliates, subsidiaries, representatives, successors, heirs, and assignees, and any other person acting under their direction and control, including through any corporation, trust, or device, and it shall constitute a continuing obligation. For the avoidance of doubt, the terms “successors” and “assignees” do not apply to

persons or entities not subject to this Stipulated Order that purchased Covered Loans from Defendants.

2. All parties are entering into this Stipulated Order for the purpose of compromising and resolving disputed claims and to avoid the expense of further litigation. It is expressly understood that nothing contained in this Stipulated Order shall be construed as an admission by Defendants of any liability, wrongdoing, or factual or legal issue, including jurisdiction, and this Stipulated Order may not be used as evidence of liability or wrongdoing, or with respect to any factual or legal issue, including jurisdiction. This Stipulated Order is not intended to be used or admissible in any unrelated administrative, civil, or criminal proceeding. Defendants do not waive any defenses they may raise elsewhere in other litigation.

II. DEFINITIONS

3. For purposes of this Stipulated Order, the following terms shall have the following meanings:

a. “AG Restitution Amount” shall mean the funds paid by Defendants to the Attorney General as restitution for Florida Borrowers who are Refund Eligible Borrowers.¹

b. “Borrower Refund Amount” shall mean the amount that a Refund Eligible Borrower who entered into a Covered Loan on or before February 10, 2011 and has paid his or her loan in full or has made total payments greater than the total payments that would

¹ Restitution to Florida borrowers is contemplated to be administered at the discretion of the Attorney General through a coordinated process with the Class Action, subject to final court approval in the Class Action, and the restitution funds combined are contemplated to amount to approximately \$11,000,000. However, this Stipulated Order is not conditioned upon final court approval in the Class Action.

have been due had such loan been originated at an 18% interest rate is eligible to receive, as determined by the Attorney General.

c. “Covered Loans” shall mean loans originated by Western Sky to individuals identified as Florida residents in Western Sky loan agreements and subsequently purchased by WS Funding and serviced by CashCall or Delbert, specifically including loans owned by Defendants but not paid off by a Florida Borrower.

d. “Effective Date” shall mean the date this Stipulated Order is entered by the Court.

e. “Florida Borrower” shall mean an individual who obtained a loan from Western Sky and who is identified as a Florida resident on his or her Western Sky loan agreement.

f. “Refund Eligible Borrower” shall mean any Florida Borrower who entered into a Covered Loan on or before February 10, 2011, has paid his or her loan in full or has made total payments greater than the total payments that would have been due had such loan been originated at an 18% interest rate, and has a Borrower Refund Amount greater than \$0.

III. INJUNCTIVE RELIEF

4. Upon entry of this Stipulated Order, Defendants CashCall, Delbert, WS Funding, Western Sky, and Reddam, directly or indirectly or through any other entity, are permanently enjoined and prohibited from servicing and collecting on any outstanding Covered Loans. Upon entry of this Stipulated Order, Defendants directly or indirectly or through any other entity, shall not enforce, collect, sell or otherwise transfer or attempt to enforce, collect, sell or otherwise

transfer any Covered Loan that they currently own.² Defendants do not contest that the amounts allegedly owed by Florida Borrowers are in dispute.

5. Upon entry of this Stipulated Order, Defendants CashCall, Delbert, WS Funding, Western Sky, and Reddam, directly or indirectly or through any other entity, are permanently enjoined and prohibited from engaging in the following acts or practices:³

- a. Offering, soliciting, making, originating, funding, or financing, any loan from within the State of Florida or into the State of Florida;
- b. Servicing or collecting on any loan within the State of Florida or into the State of Florida;
- c. Selling, transferring, or assigning any Covered Loans to any third party; and
- d. Selling, transferring, assigning, or leasing, in any manner, any information or data related to Florida Borrowers to any third party, including any lender, lead generator, or marketer, or otherwise use such consumer information, except as permitted to meet the obligations of this Stipulated Order or settlement agreements and any resulting orders in the Administrative Proceeding or Class Action.

6. Within thirty (30) days of the Effective Date, Defendants shall (1) notify Florida Borrowers that Defendants will not enforce, collect, sell or otherwise transfer or attempt to enforce, collect, sell or otherwise transfer any Covered Loan, and that Defendants do not contest that the

² Approximately \$15,000,000 of Florida Borrower loan balances will not be subject to collection and/or enforcement.

³ Under the terms of the settlement in the Administrative Proceeding, CashCall consents to revocation of its Consumer Finance License #CF0900346 and Reddam agrees to a permanent bar from licensure with the Office of Financial Regulation in any capacity.

amounts allegedly owed by consumers are in dispute, and (2) submit to the Attorney General a certification of compliance with these requirements, a copy of a fully completed notice sent to an actual consumer by email and U.S. Mail and evidencing transmission of the notice, and a listing of affected Florida Borrowers to whom notice was sent, identified by loan date, loan number and borrower name, address, and email. Defendants shall send such notice (in the form attached hereto as **Exhibit A**) by United States Mail and e-mail to such Florida Borrowers at their last known postal and e-mail addresses.

7. Within thirty (30) days of the Effective Date, Defendants shall (1) contact applicable consumer reporting agencies to request that any credit reporting for Covered Loans that Defendants have made be removed, and (2) provide to the Attorney General a copy of the requests to the consumer reporting agencies and evidence transmission of each request. When contacting the consumer reporting agencies, Defendants shall provide a copy of this Stipulated Order and a list of affected Florida Borrowers with the requests.

8. Within sixty (60) days of the Effective Date, Defendants shall (1) provide to the Attorney General a list of Covered Loans (identified by loan date, loan number, and borrower name, address, and email) sold, assigned or transferred to third parties and the name and address of the third party to which each such loan was sold, assigned, or transferred, to the extent available, (2) provide notice to the third parties that the loans should not be enforced or collected, that no attempts to enforce or collect should be made and that the loans should not be sold, assigned or transferred, and (3) further provide to the Attorney General a copy of notices to third parties and evidence of transmission of the notice. Defendants shall send such notice in the form attached hereto as **Exhibit B**.

9. Defendants shall submit to the Attorney General a report six months after the Effective Date detailing the steps taken to comply with each injunctive relief item in this Section III.

IV. MONETARY PROVISIONS

10. Defendants, jointly and severally, shall pay the Attorney General a civil penalty in the amount of Five Hundred Thousand Dollars (\$500,000) , which shall be paid on or before the execution date of the Stipulated Order by Defendants via wire transfer, cashier's check or other certified funds payable to the Department of Legal Affairs Revolving Trust Fund c/o AAG Robert Follis, Office of the Attorney General, Consumer Protection Division, 3507 East Frontage Road, Suite 325, Tampa, Florida 33607, pursuant to Sections 501.2075 and 501.2077, Florida Statutes.

11. Defendants, jointly and severally, shall also pay attorney's fees and costs of the Attorney General in the amount of Two Hundred-Fifty Thousand Dollars (\$250,000) which amount shall be paid on or before the execution date of this Stipulated Order by Defendants via wire transfer, cashier's check or other certified funds payable to Department of Legal Affairs Revolving Trust Fund c/o AAG Robert Follis, Office of the Attorney General, Consumer Protection Division, 3507 East Frontage Road, Suite 325, Tampa, Florida 33607 or as otherwise directed by the Attorney General.

12. Defendants, jointly and severally, shall pay consumer restitution in the total amount of One Million Thirty-Two Thousand One Hundred Ninety Dollars (\$1,032,190) which comprises the AG Restitution Amount, to the Attorney General. The AG Restitution Amount shall be paid on or before thirty (30) days after the Effective Date via wire transfer, cashier's check or other certified funds, payable to the Department of Legal Affairs Escrow Fund, c/o

Office of the Attorney General, Consumer Protection Division, 3507 East Frontage Road, Suite 325, Tampa, Florida 33607. Failure to pay the AG Restitution Amount in accordance with this Stipulated Order shall constitute default. Time is of the essence in performance of all obligations of this Stipulated Order, and interest computed at the statutory rate of 4.97% per annum (as of January 1, 2017) pursuant to Section 55.03, Fla. Stat., will immediately begin to accrue on any unpaid balance due and owing and will be rendered immediately and payable by Defendants upon default.

13. Should the Defendants elect not to pay the AG Restitution Amount to the Attorney General on their execution of this Stipulated Order, Defendant Reddam shall execute the Personal Guaranty in the form attached hereto as **Exhibit C** contemporaneously with Defendant Reddam's execution of this Stipulated Order

14. The Attorney General, in her sole discretion, may determine a reasonable process for administering the AG Restitution Amount for Refund Eligible Borrowers.

15. Defendants shall not be required to pay any more than \$1,782,190 to the Attorney General under the terms of this Stipulated Order, subject to any penalties, fees, costs or sanctions which may be ordered by the Court based on any non-compliance by the Defendants with this Stipulated Order.

16. Satisfaction of the monetary obligations in this Section IV shall not relieve any other obligations under other provisions of this Stipulated Order.

V. COMPLIANCE AND ENFORCEMENT

17. Any notices, statements, or other written documents required by this Stipulated Order shall be provided by first class mail and email to the intended recipient at the address set forth below, unless a different address is specified in writing by the party changing such address:

For the Attorney General, to:

Victoria Butler
Julia A. Harris
Robert J. Follis
Office of the Attorney General, State of Florida
Department of Legal Affairs
3507 E. Frontage Road
Tampa, Florida 33607
robert.follis@myfloridalegal.com

For the OFR, to:

Scott Fransen
Miriam S. Wilkinson
Jennifer Leigh Blakeman
Office of Financial Regulation, State of Florida
Assistant General Counsel
400 W. Robinson St., S-225
Orlando, Florida 32801-1799
jennifer.lozano@flofr.com

For CashCall, WS Funding, Delbert and Mr. Reddam, to:

Thomas J. Nolan
Joseph L. Barloon
Austin K. Brown
Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Ave., NW
Washington, D.C. 20005
thomas.nolan@skadden.com
jbarloon@skadden.com

For Western Sky, CashCall, WS Funding, Delbert and Mr. Reddam, to:

Christopher S. Carver
Akerman LLP
350 East Las Olas Boulevard
Suite 1600
Ft. Lauderdale, FL 33301
christopher.carver@akerman.com

VI. GENERAL PROVISIONS

18. Defendants have entered into this Stipulated Order freely and without coercion, and without admitting any violation of the law. Defendants further acknowledge that they have read the provisions of this Stipulated Order and are able to abide by them. Defendants represent that each of the Defendants or their undersigned representative has full authority to enter into and bind the Defendants to the terms and conditions of this Stipulated Order.

19. Plaintiffs and Defendants waive all rights to seek appellate review, rehearing, or otherwise challenge or contest the validity of this Stipulated Order, specifically including a waiver of any right to specific findings of fact and conclusions of law. Defendants further waive and release any and all claims they may have against the Attorney General or OFR, their employees, representatives, or agents with respect to this Action and Stipulated Order.

20. Nothing herein precludes Plaintiffs from enforcing the provisions of this Stipulated Order.

21. Defendants shall not affect any change in the form of doing business or the organizational identity of any of the existing business entities or create any new business entities, the purpose or intent of which is to avoid the terms and conditions set forth in this Stipulated Order.

22. The parties jointly participated in the negotiation of the terms articulated in this Stipulated Order, and all parties consulted counsel or had the ability to do so. No provision of this

Stipulated Order shall be construed for or against another party on the grounds that one party or another was more heavily involved in the preparation of the Stipulated Order or had control over the provisions included herein. This Stipulated Order is the final, complete, and exclusive statement of the parties' agreement on the matters contained in this Stipulated Order, and it supersedes all previous negotiations and agreements. Other than any representation expressly stated in this Stipulated Order, the parties have not made any representations or warranties to each other, and neither party's decision to enter into this Stipulated Order is based upon any statements by the other party outside of those in this Stipulated Order.

23. Nothing in this Stipulated Order shall be construed as a waiver or release of any private rights by Florida Borrowers against Defendants, CashCall, Inc., Delbert Services Corporation, WS Funding, LLC, John Paul Reddam, and Western Sky Financial, LLC, with respect to the acts and practices covered by this Stipulated Order.

24. Nothing herein relieves Defendants of their duty to comply with applicable laws of the State of Florida nor constitutes authorization by the Plaintiffs for Defendants to engage in acts and practices prohibited by such laws. This Stipulated Order shall be governed by the laws of the State of Florida.

25. Nothing herein constitutes approval by the Plaintiffs of the Defendants' past or future practices. Defendants shall not make any representation to the contrary regarding this Stipulated Order or the name of the Office of the Attorney General, State of Florida, Department of Legal Affairs, or Office of Financial Regulation, State of Florida, or any of their current or former employees or representatives in connection with any advertisement, promotion, origination, funding, financing, sale, service or collection of products or services, or as an endorsement or approval of Defendants' acts, practices or conduct of business.

26. Defendants stipulate that the Circuit Court of the 13th Judicial Circuit in and for Hillsborough County, Florida, Civil Division, has jurisdiction over the parties and subject matter of this action solely for the purpose of entering this Stipulated Order. Furthermore, Defendants agree that this Court shall retain jurisdiction over this matter and the parties solely for the purpose of enabling any party to this Stipulated Order to apply to the Court at any time for any further orders which may be necessary or appropriate for the enforcement of this Stipulated Order or any payment guaranty. Other than as provided in this paragraph and subject to the dismissal of the appeal, Defendants and Plaintiffs waive any and all further legal action in this case, which is captioned *Office of the Attorney General, State of Florida, Department of Legal Affairs, et al. v. Western Sky Financial, LLC, et al.* (Case No. 13-CA-15462; Div. B), including but not limited to any right to appeal, petition for certiorari, or move to reargue or rehear this Stipulated Order.

27. This Stipulated Order may be executed in counterparts.

28. If any provision(s) of this Stipulated Order is held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

29. This Stipulated Order may be amended solely by written agreement signed by the Attorney General, the Office and the Defendants or their authorized representatives and with the approval of the Court.

30. This Stipulated Order represents the entire agreement between the parties hereto and a complete merger of prior negotiations and agreements.

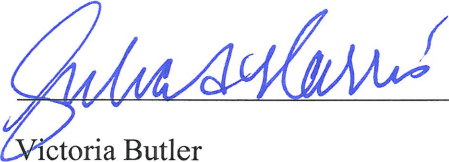
31. On the date this Stipulated Order is entered by the Court, it shall be entered as and become a final judgment of the Court and such date shall be the effective date of this Stipulated Order for all purposes.

32. By entering this Stipulated Order, the Office of the Attorney General, State of Florida, Department of Legal Affairs and the Office of Financial Regulation, State of Florida, to the extent permitted by law, hereby release and discharge Western Sky, Martin A. (“Butch”) Webb, CashCall, WS Funding, Delbert, and Reddam, as well as their agents, servants, employees, officers, members, directors, affiliates, subsidiaries, representatives, attorneys, successors, and heirs, and any other person acting under their direction and control, including through any corporation, trust, or other device, from any and all claims arising out of the conduct alleged by the Attorney General and OFR in the Plaintiffs’ Complaint, and alleged violations of Chapters 516 and 687, Florida Statutes, and Chapter 501, Part II, Florida Statutes, whether arising in law or in equity for any act that occurred prior to the Effective Date. For purposes herein “affiliates” does not include any person or entity which acquired through sale, lease, transfer, or other means, loans from Defendants which were originated in the name of Western Sky. Additionally, for the avoidance of doubt, this release shall be deemed ineffective if Defendants fail to meet the material obligations set forth in this Stipulated Order and the material obligations set forth in any stipulated agreement that is executed and entered in OFR’s separate Administrative Proceeding (DOAH No. 16-3758) and in any settlement agreement that is finally approved in *Inetianbor, et al. v CashCall, Inc., et al.* (S.D. Fla., Case No: 13-cv-60066).

33. Upon entry of this Stipulated Order, all claims in this action are hereby DISMISSED, and this case will be CLOSED on the Court’s docket, subject to the parties’ rights to seek further orders from this Court as set forth herein. Defendants shall dismiss any pending appeal within 5 days after the Effective Date.

FOR PLAINTIFFS

Executed and agreed this 28th day of December, 2016

By: 

Victoria Butler
Director, Consumer Protection Division
Florida Bar No.: 861250

Julia A. Harris
Assistant Chief Assistant Attorney General
Florida Bar No.: 884235

Robert J. Follis
Assistant Attorney General
Florida Bar No.: 560200
E-mail: robert.follis@myfloridalegal.com

Consumer Protection Division
3507 E. Frontage Road, Suite 325
Tampa, Florida 33607
Tel: (813) 287-7950
Fax: (813) 281-5515

For: Office of the Attorney General, State of Florida, Department of Legal Affairs.

Executed and agreed this 28th day of December, 2016

By: 

Scott Fransen
Assistant General Counsel
Florida Bar No.: 0994571

Miriam S. Wilkinson
Chief Counsel
Florida Bar No.: 972101

Jennifer Leigh Blakeman
Assistant General Counsel
Florida Bar No.: 506877

Office of Financial Regulation
State of Florida
200 E. Gaines Street
Tallahassee, Florida 32399
Tel: (850) 487-9687

For: Office of Financial Regulation, State of Florida.

FOR DEFENDANTS

WESTERN SKY FINANCIAL, LLC

Executed and agreed this 27th day of December, 2016

By: *Martin A. Webb*

Print Name: Martin A. Webb

Title: Member

For: Western Sky Financial, LLC

JOHN PAUL REDDAM, INDIVIDUALLY:

Executed and agreed this ____ day of _____, 2016

By: _____
John Paul Reddam, individually

CASHCALL, INC.

Executed and agreed this ____ day of _____, 2016

By: _____

Print Name: _____

Title: _____

For: CashCall, Inc.

FOR DEFENDANTS

WESTERN SKY FINANCIAL, LLC

Executed and agreed this _____ day of _____, 2016

By: _____


Print Name: _____

Title: _____

For: Western Sky Financial, LLC

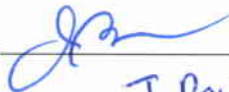
JOHN PAUL REDDAM, INDIVIDUALLY:

Executed and agreed this 23 day of December, 2016

By:  _____
John Paul Reddam, individually

CASHCALL, INC.

Executed and agreed this 23 day of December, 2016

By:  _____

Print Name: J. Paul Reddam

Title: President

For: CashCall, Inc.

WS FUNDING, LLC

Executed and agreed this 23 day of December 2016

By: JPR

Print Name: J. Paul Reddam

Title: President

For: WS Funding, LLC

DELBERT SERVICES CORPORATION

Executed and agreed this 23 day of December 2016

By: JPR

Print Name: J. Paul Reddam

Title: Shareholder

For: Delbert Services Corporation

ORDERED and ADJUDGED, in Chambers in Tampa, Hillsborough County, Florida, this ____
day of _____, _____.

Electronically Conformed 1/9/2017

Robert A. Foster, Jr.,
Circuit Court Judge

cc: Robert J. Follis, Esq.
Julia A. Harris, Esq.
Christopher S. Carver, Esq.
Margaret Mathews, Esq.
Scott Fransen, Esq.
Jennifer Leigh Blakeman, Esq.

EXHIBIT A
Consumer Loan Letter
[CashCall Letterhead]

[Date]

VIA U.S. MAIL AND E-MAIL

[First Name] [Last Name] [Address]
[City], [State] [Zip]

RE: [Loan#]

Dear [First Name] [Last Name]:

The purpose of this communication is to notify you that your above-referenced loan will not be subject to further collection and that **no further payment will be required or requested**, effective as of December XX, 2016.

You are receiving this notice because of a settlement CashCall, Inc. (“CashCall”) reached with Florida Attorney General Pam Jo Bondi and Office of Financial Regulation Commissioner Drew J. Breakspear. As you may know, the State of Florida, by its Attorney General and its Office of Financial Regulation, previously filed a lawsuit against CashCall and its affiliates regarding loans issued to Florida consumers by Western Sky Financial, LLC. CashCall recently entered into a settlement with the State and agreed that it would no longer collect or attempt to collect payment on your loan. Further, pursuant to the settlement, CashCall will not enforce, sell or otherwise transfer or attempt to enforce, sell or otherwise transfer your loan. CashCall does not contest that the amount allegedly owed is in dispute. As stated above, no further payments will be collected or requested on your loan.

If you have questions about the settlement or this communication, you may contact the Tampa Consumer Protection Division of the Florida Attorney General's Office at (813) 287-7950.

Sincerely,

CashCall, Inc.

EXHIBIT B
Letter to Debt Buyer
[CashCall Letterhead]

[Date]

VIA U.S. MAIL

[Company Name]

[First Name] [Last Name] [Title]

[Address]

[City], [State] [Zip]

RE: [Loans Issued by Western Sky Financial, LLC]

Dear [First Name] [Last Name]:

We are writing to inform you that the loans that were issued to Florida consumers by Western Sky Financial, LLC ("Western Sky"), subsequently purchased by CashCall, Inc. and its affiliate WS Funding, LLC (collectively "CashCall"), and then sold to you (the "Western Sky Loans") were the subject of a lawsuit by the State of Florida.

The State, by its Attorney General and its Office of Financial Regulation, alleged in its lawsuit that the Western Sky Loans violated Florida's lending and usury laws because, among other things, Western Sky Loans contained interest rates that exceeded statutory interest rate caps under Florida law.

The purpose of this letter is to notify you that no action should be taken to enforce, collect, sell or otherwise transfer or attempt to enforce, collect, sell or otherwise transfer the Western Sky Loans. CashCall, therefore, asks that you refrain from further collection on, or resale of, these loans. CashCall does not contest that the amounts allegedly owed by consumers are in dispute. Enclosed is a list of the Western Sky Loans that were issued to Florida consumers and subsequently purchased by you.

Sincerely,

CashCall, Inc.

Enclosure: List of loans issued to Florida consumers
by Western Sky Financial, LLC

EXHIBIT C

PERSONAL GUARANTY OF JOHN PAUL REDDAM

I, John Paul Reddam, the undersigned "Guarantor," on this 23 day of December 2016, unconditionally guarantee the payment and collection of financial obligations under the Stipulated Final Judgment and Order ("Stipulated Order") in *Office of the Attorney General, State of Florida, Department of Legal Affairs, et al. v. Western Sky Financial, LLC, et al.*, filed in the Thirteenth Judicial Circuit, Hillsborough County Circuit court (Case No. 13-CA-15462) that, subject to Court entry, requires Defendants CashCall, Inc., Delbert Services Corporation, WS Funding, LLC, Western Sky Financial, LLC, and John Paul Reddam to jointly and severally pay restitution of ONE MILLION THIRTY-TWO THOUSAND ONE HUNDRED NINETY DOLLARS (\$1,032,190) ("AG Restitution Amount") to the Office of the Attorney General, State of Florida, Department of Legal Affairs ("the Attorney General") as consideration for the execution of the Stipulated Order by the Attorney General.

Guarantor also agrees that the Attorney General is not first required to enforce against any other person or entity the AG Restitution Amount, before seeking enforcement against Guarantor. A lawsuit may be brought and maintained against the Guarantor by the Attorney General to enforce the AG Restitution Amount without the necessity of joining any other party in the lawsuit.

This Guaranty and performance hereunder and all actions for enforcement of this Guaranty shall be governed by and construed with the laws of the State of Florida. To the extent enforcement of this Personal Guaranty is undertaken by any Plaintiff, and Plaintiff obtains payment or succeeds with enforcement pursuant to any lawsuit, Guarantor shall be liable for the attorney's fees and costs of enforcement.

EXECUTED to be effective as of the 23 day of December 2016

GUARANTOR:



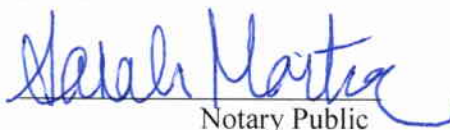
John Paul Reddam

STATE OF California
COUNTY OF Orange

BEFORE ME, an officer duly authorized to take acknowledgments in the State of California personally appeared John Paul Reddam, who acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this 23 day of December, 2016.

My commission expires July 1, 2020. Sworn to and subscribed before me this 23 day of December, 2016.




Notary Public