UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

State of Minnesota, by its Attorney General Keith Ellison, Plaintiff, v. Ian Stamper-Windy Boy, in his official capacity as Chief Operations Officer of Plain Green, LLC, and James Rader, in his official capacity as Director of Operations of Plain Green, LLC, Defendants.	Court File No.: **COMPLAINT**

The State of Minnesota by its Attorney General Keith Ellison ("the State" or "the Attorney General"), alleges as follows against Defendant Ian Stamper-Windy Boy, solely in his official capacity as Chief Operations Officer of Plain Green, LLC, and James Rader, solely in his official capacity as Director of Operations of Plain Green, LLC, and described further herein ("Defendants"):

1. This is a civil law enforcement action brought by the Minnesota Attorney General to stop illegal and predatory lending in Minnesota by an online business called Plain Green, LLC, d/b/a Plain Green Loans ("Plain Green") that is controlled and operated by the Chippewa Cree Tribe, through its subsidiary Atoske Holding Company ("Atoske"). As Chief Operations Officer and Director of Operations of Plain Green, Defendants control and determine policies and operations of Plain Green's lending pursuant to those positions, and are named solely in their official capacities.

2. Plain Green has made thousands of online installment loans to consumers in Minnesota totaling millions of dollars and bearing interest rates between 570 and 697%. These loans, which are all under $5,000 (typically under $1,000) and targeted at consumers in desperate financial circumstances, are illegal and void under Minnesota's usury laws.

3. Plain Green purports to shield its lending business from liability for this illegality by citing the sovereignty of its owner, a federally recognized Native American tribe. Plain Green represents to consumers in Minnesota that the out-of-state status of its tribal owner and operation of tribal law allow it to market and demand payment on usurious loans, avoid compliance with Minnesota law, and leave consumers with no redress or ability to assert legal rights in Minnesota court. But the truth is that out-of-state businesses and businesses incorporated under the laws of other sovereigns must comply with Minnesota law when transacting business in Minnesota. Simply put, those that do business in Minnesota cannot evade Minnesota laws by operating online or including contract provisions purporting to waive operation of Minnesota's consumer-protection statutes.

4. Accordingly, loans made in Minnesota by Plain Green are illegal, and representations about consumers' obligations and rights are deceptive and unfair.

5. Plain Green also claims that, even if its predatory loans are illegal, its tribal owner's sovereign status prevents the business from being subject to legal process. But several court rulings addressing this form of predatory online lending in recent years have consistently held that, while sovereign nations may be immune from paying monetary penalties, they are *not* exempt from judicial injunctive authority. In accordance with that precedent and the sovereignty of Plain Green's tribal owner, the Attorney General seeks

only declaratory and injunctive relief. The Attorney General seeks only to enforce its laws, including usury prohibited by Minnesota's civil and criminal code, and to stop further violations and harm to financially distressed Minnesota consumers.

PARTIES

6. Keith Ellison is Attorney General of the State of Minnesota and authorized under Minnesota Statutes chapter 8; the Minnesota Consumer Fraud Act, Minn. Stat. § 325F.68-70 ("MCFA"); the Uniform Deceptive Trade Practices Act, Minn. Stat. § 325D.44-45 ("UDTPA"); the False Statement in Advertising Act, Minn. Stat. § 325F.67 ("FSAA"); the Minnesota Regulated Loan Act, Minn. Stat. ch. 56 ("MRLA"); the Consumer Short-Term Loan Law, Minn. Stat. § 47.601; common law, including *parens patriae* authority; and the Consumer Financial Protection Act, 12 U.S.C. § 5552(a) ("CFPA") to bring this action to enforce such laws, vindicate sovereign and quasi-sovereign interests, and prevent further violations and harm.

7. Mr. Stamper-Windy Boy is named as Defendant solely in his capacity as Chief Operations Officer of Plain Green, and Mr. Rader solely in his capacity as its Director of Operations. They share a business address of 93 Mack Road, Suite 600, Box Elder, Montana 59521. Both Plain Green and Atoske are wholly owned by the Chippewa Cree Tribe ("Ocipwêw Nêiyaw"), a federally recognized Native American tribe based in the Rocky Boy's Indian Reservation. As Plain Green's Chief Operations Officer and Director of Operations, Defendants are responsible for deciding all policies, customs, and general practices for Plain Green. This action concerns Defendants only in their official capacity

as Chief Operations Officer and Director of Operations and shall automatically substitute any successor to them as named official-capacity defendants.

JURISDICTION AND VENUE

8. The Court has federal-question jurisdiction under 28 U.S.C. §§ 1331 and 1337 because a claim is brought under the CFPA, a federal law, pursuant to 12 U.S.C §§ 5564(f) and 5552(a)(1). The Court has supplemental jurisdiction over claims brought under state law pursuant to 28 U.S.C. § 1367. The conduct underlying the state and federal law claims form the same case or controversy because the underlying conduct is substantially the same.

9. Defendants do business in this District and are thus subject to personal jurisdiction pursuant to 12 U.S.C §§ 5552(a)(1) and 5564(f), in addition to Minnesota's long-arm statute, Minn. Stat. § 543.19. Specifically, Plain Green transacts business and committed acts in Minnesota causing injury to the public and in violation of Minnesota law, as detailed herein. If this were not an official-capacity action, personal jurisdiction would alternatively exist pursuant to the above statutes because Mr. Stamper-Windy Boy and Mr. Rader participate in and control a coordinated enterprise directed at and resulting in harm in Minnesota. This Court may also enter a declaratory judgment pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 through 2202.

10. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to the claim occurred in and because Defendants do business in this District.

GENERAL ALLEGATIONS

11. Since even before its statehood, the Minnesota Legislature has prohibited usury, making loans charging excessive interest void and providing liability for any person who makes or collects on such loans. While this general prohibition has always remained, the legislature in more recent years enacted specialized usury limits and restrictions for persons and entities engaged "in the business of making loans" and deemed as void loan contracts that violate that law. The legislature has also instituted special restrictions to guard against predatory "payday" and other consumer short-term loans and prohibited attempts to evade the law through deceptive contractual provisions. These laws are described in section I below.

12. Plain Green ignores these laws and has in recent years made many loans to consumers in Minnesota at interest rates many times higher than what Minnesota law permits. It does so while deceiving Minnesotans into believing this lending business is immune from Minnesota law because Plain Green, through Atoske, is owned by Ocipwêw Nêiyaw, a federally recognized Native American tribe. But even sovereign-owned businesses must comply with Minnesota and federal law when they market and transact sales in Minnesota. Consequently, Plain Green has falsely represented that its loans are enforceable, not subject to Minnesota law, and require Minnesota consumers to repay principal and usurious interest.

13. Minnesota continues to be harmed by these ongoing practices and respectfully requests injunctive relief to prevent further harm and uphold Minnesota's laws.

I. MINNESOTA'S USURY LAWS

14. Usury laws—limits on interest and other fees that lenders can charge borrowers—are among the most fundamental consumer protections in American history. These laws are deeply rooted in the social and moral judgment of legislators that exploiting people with limited means through predatory money lending is unjust and harmful to the individual and society at large.

15. Accordingly, since territorial times the legislature has maintained usury laws that prevent individuals and businesses from charging predatory interest. These laws have long protected Minnesotans facing financial problems from being exploited or misled into taking out credit products that ultimately worsen rather than relieve their financial distress.

16. A general usury limit, long codified in chapter 334 of the Minnesota Statutes, caps annual interest at 8% for written contracts. Chapter 334 and Minnesota and federal banking laws, however, allow certain financial institutions to charge higher select rates subject to federal or state supervision and restrictions. Loans subject to chapter 334's general interest rate cap but that nonetheless charge rates exceeding 8% are void and have no legal effect by operation of section 334.03 and 334.05. The Minnesota Supreme Court has also long held that usurious contracts are void as to the lender, who cannot collect principal or interest or assert other rights under illegal loan contracts.

17. The legislature has further enacted special restrictions on so-called "payday" and similar forms of small-dollar, short-term credit. Such loans target consumers facing distress and immediate financial need and pose higher risks for exploitative practices and default—risks that have only increased as the market has increasingly moved online.

Specifically, Minnesota's "consumer small loan" statute (section 47.60) was enacted in 1995 and applies to unsecured consumer loans up to $350 and scheduled to be repaid in a single installment. Minnesota's "consumer short-term loan" statute (section 47.601) was added in 2009 and applies to individuals and entities that make consumer loans up to $1,300 and that require payments within 60 days of more than 25% of the original balance.

18. Sections 47.60 and 47.601 require subject lenders to be licensed or registered and allow annual interest rates up to either 50% or 36% (the former may be charged if the lender assesses an ability to repay the loan). They also prohibit certain contract terms that prevent consumers from asserting rights under Minnesota law, including those "selecting a law other than Minnesota law under which the contract is construed or enforced" or that "choos[e] a forum for dispute resolution other than the state of Minnesota." The statutes further require disclosure of fees, interest, and other information. Consumer-short-term lenders must file additional reports to the Department of Commerce.

19. Subdivision 6 of the "consumer short-term loan" law (section 47.601) voids any consumer short-term loan not in compliance with interest-rate limitations and licensing requirements. For such loans, "the borrower is not obligated to pay any amounts owing."

20. Subdivision 5 of the consumer-short-term-loan law (section 47.601) provides that a loan "is deemed to take place in the State of Minnesota if the borrower is a Minnesota resident and the borrower completes the transaction, either personally or electronically, while physically located in the state of Minnesota." This coincides with general Minnesota caselaw holding that businesses that market and extend loans to consumers in Minnesota via the internet to be subject to Minnesota laws.

21. In addition to the above laws, Minnesota generally requires that businesses engaged "in the business of making loans" up to $100,000 and above the general usury cap of 8% hold a license from the Department of Commerce and abide by interest-rate caps of either 21.75% annual percentage rate[1] on the entire loan or 33% a year for the first $1,350 and 19% for the remainder. Any loan contract that violates these requirements is void and the debtor is not obligated to pay any amounts owing. Carrying on a predatory lending business in violation of chapter 56 is also a gross misdemeanor under section 56.19.

22. Minnesota has a strong sovereign interest in enforcing these consumer protections. According to the Minnesota Department of Employment and Economic Development, 9.3% of Minnesotans were living below the poverty line as of 2023, with nearly one third of Minnesotans that identify as American Indian (29.3%) or Black/African American in poverty.[2] Minnesotans increasingly report difficulty paying for basic needs, including increasing costs for food, gas, and housing.[3] Usury laws provide basic protection from lenders that would exploit Minnesotans needing to pay for such basic needs. Loans

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[1] "Annual percentage rate" or "APR" is the yearly cost of borrowing calculated as a percentage of a loan's original principal. The rate includes interest charged on outstanding balances, origination fees, and other finance charges in the annualized calculation; thus, it is a more accurate reflection of the costs of borrowing than simply referring to a loan's annual "interest" rate, though the terms are often used interchangeably.

[2] Oriane Casale, "Poverty Rates in Minnesota," MINN. DEED (Dec. 2024) https://mn.gov/deed/newscenter/publications/trends/december-2024/poverty.jsp.

[3] Ben Horowitz & Alene Tchourumoff, *Higher Prices & Job Struggles: The Challenges Many Ninth District Households Face*, FEDERAL RESERVE BANK OF MINNEAPOLIS (Feb. 8, 2023).

with exorbitant interest can trap borrowers in cycles of costly borrowing and repayment that worsen their overall financial condition.[4]

23. Minnesota law has also traditionally recognized the important policy served by usury limits. Lending above the general usury rate without being subject to licensing restrictions is subject to criminal penalties under chapter 56. The Minnesota Supreme Court has also held that a lender charging rates exceeding 500% on "wage earners who are forced by necessitous circumstances … to borrow small sums of money" constitutes a public nuisance.

24. Accordingly, after the legislature's enactment of the short-term loan statute (section 47.601), the Attorney General brought numerous enforcement actions against illegal online small-dollar lenders violating Minnesota's laws.[5] More recently, the

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[4] *Market Snapshot: Consumer Use of State Payday Loan Extended Payment Plans*, CONSUMER FINANCIAL PROTECTION BUREAU (2022).

[5] *State by Swanson v. Global Payday Loan, LLC*, No. 27-CV-10-6381 (Minn. 4th Dist. July 20, 2010) (default judgment ordered online lender to pay $100,000 and cease lending or collecting on loans to Minnesota residents until it complied with Minnesota law); *State by Swanson v. Jelly Roll Financial, LLC*, No. 19HA-CV-10-1703 (Minn. 1st Dist. Oct. 7, 2010) (consent judgment required online lender to pay $15,000 and cease lending to Minnesota residents until it complied with Minnesota law); *State by Swanson v. Eastside Lenders, LLC*, No. 19HA-cv-10-1075 (Minn. 1st Dist. Nov. 17, 2010) (consent judgment required online lender to pay $50,000 and cease lending to Minnesota residents until it complied with Minnesota law); *State by Swanson v. Silverleaf Mgmt.*, No. 33-cv-11-305 (Minn. 10th Dist. Mar. 28, 2012) (consent judgment required online lender to pay $46,000 and cease lending to and collecting on any outstanding loans from Minnesota residents until it complied with Minnesota law); *State by Swanson v. Upfront Payday, LLC*, No. 33-cv-11-306 (Minn. 10th Dist. Apr. 2, 2012) (consent Judgment required online lender to pay $21,500 and cease lending to and collecting from Minnesota residents until it complied with Minnesota law); *State by Swanson v. Flobridge Group, LLC*, No. 62-cv-11-7171 (Minn. 5th Dist. June 11, 2012) (consent judgment required online lender to pay $34,000 and cease lending to Minnesota residents until it complied with Minnesota law); *State by*

Attorney General brought actions and secured consent decrees preventing online small-dollar lenders that operated under schemes to make loans via sovereign-owned corporations and falsely claimed that illegal loans were enforceable, discussed further below.[6]

II. PLAIN GREEN'S PREDATORY AND ILLEGAL LENDING IN MINNESOTA

25. Plain Green has falsely marketed and extended loans at exorbitant interest rates to Minnesota consumers in violation of the above usury laws. These deceptive and illegal business activities target and harm financially distressed Minnesotans and undermine Minnesota's laws and the lenders that comply with those laws.

A. Plain Green Engages in Lending in Minnesota and in Coordination with Nontribal Actors.

26. Atoske Holding Company, the holding company through which Ocipwêw Nêiyaw owns Plain Green, was incorporated sometime in or before 2013 to, among other business purposes, operate online lending businesses in Minnesota and other states. It does

Swanson v. Sure Advance, LLC, No. 27-CV-11-18350 (Minn. 5th Dist. Nov. 16, 2012) (consent decree required online lender to pay $760,000 and cease lending to and collecting from Minnesota residents until it complied with Minnesota law); *State by Swanson v. Integrity Advance, LLC*, No. 62-cv-11-7168 (Minn. 5th Dist. May 31, 2014) (findings of fact and conclusions of law ordering payment of $7,705,308 and enjoining online lender from lending to and collecting from Minnesota residents until it complied with Minnesota law); *State by Swanson v. CashCall, Inc.*, No. 27-cv-13-12740 (Minn. 4th Dist. Aug. 17, 2016); (consent judgment required online lender to pay $4,500,000 and cease lending to and collecting from Minnesota residents until it complied with Minnesota law).

[6] *See State by Ellison v. Johnson,* No. 24-CV-04285 (D. Minn. Nov. 26, 2024) (consent order barring further usury lending and cancelling existing illegal debt); *State by Ellison v. Azure*, No. 23-CV-003321 (D. Minn. Feb. 21, 2024) (consent order barring further usury lending and cancelling existing illegal debt).

so through Plain Green, which describes itself as "a subsidiary of Atoske Holding Company."

27. Atoske and Plain Green are corporate entities created under Ocipwêw Nêiyaw tribal law. Atoske, for example, states that it is a business entity created "to seek long-term capital growth through a diversified portfolio comprised of a variety of companies that include … tribal lending companies" like Plain Green.

28. Plain Green, in turn, was tribally chartered in approximately 2011, and uses the same business address as Atoske. Plain Green describes itself as "market[ing], underwrit[ing], and servic[ing] our own portfolio" of loans.

29. While Plain Green is owned by the tribally-owned subsidiary Atoske, nontribal entities and actors appear to have played a coordinated and substantial role in managing illegal lending operations and collecting loan repayments. For example:

a. Through the 2010s, Plain Green worked with both Think Finance, a now-defunct non-tribal company, and Kenneth Rees, a non-tribal person, in the establishment, control, and operation of all parts of its high-interest online lending business.

b. Plain Green has sold many defaulted loans extended to Minnesotans to Debt Direct Portfolio Management, LLC, a non-tribal debt collector located in Buffalo, NY, to collect these debts from Minnesotans.

B. Plain Green Markets to Minnesotans Facing Financial Need and Has Made Thousands of Small Loans to Such Consumers in Minnesota.

30. Plain Green markets to Minnesota consumers online through its website and social media on which Minnesota residents located in Minnesota visit the website and view their marketing.

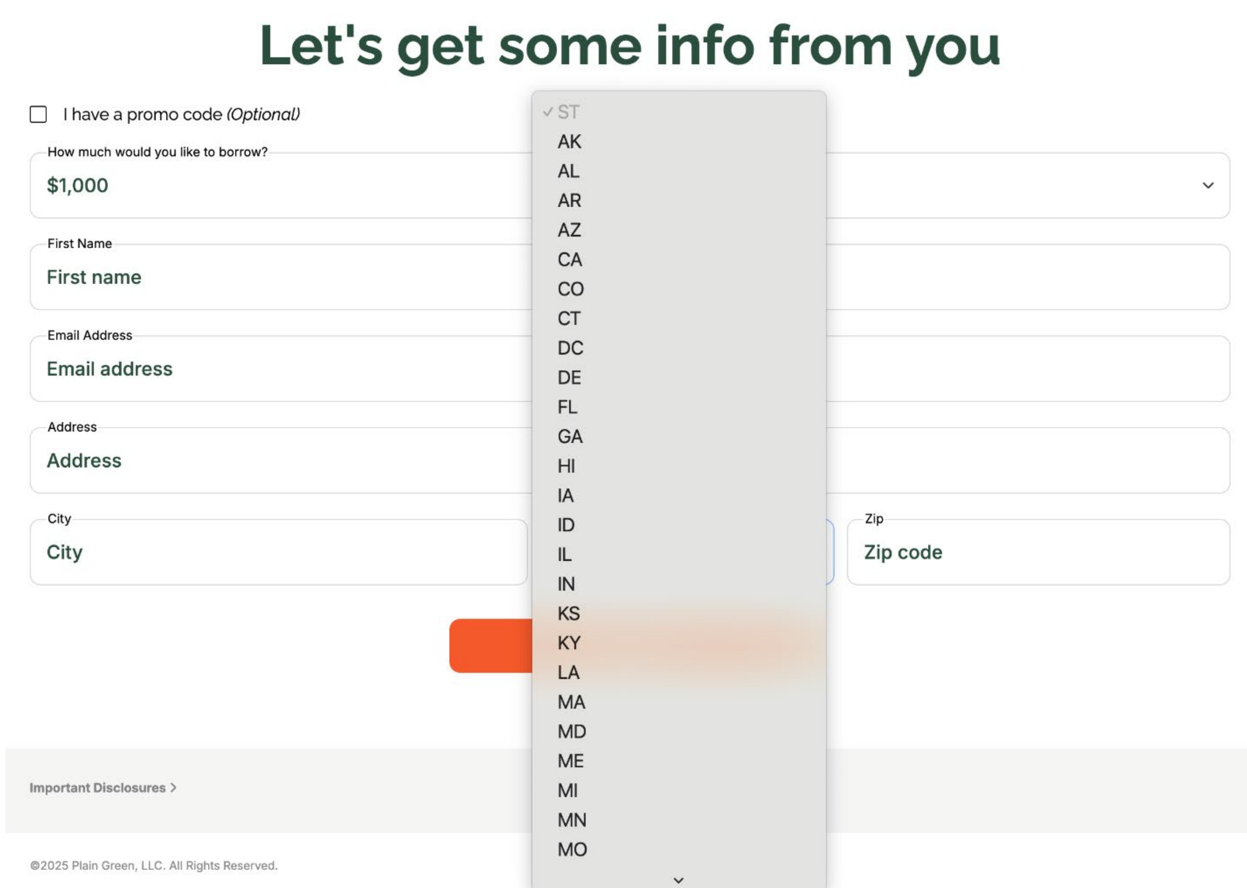
31. This marketing steers consumers in Minnesota to quickly apply for loans on the Plain Green website and receive loan disbursements within hours. It does so by directing consumers to apply for loans from the Plain Green website (the website uses phrases like "our application process is short and straightforward" and "apply in minutes"), get pre-approved (the website says "get an answer in seconds"), and obtain loan proceeds (the website says consumers can get funds "in 30 minutes or less" or even "Instant Funding").

32. The original principals for the loans made by Plain Green are generally under $1,000. The Plain Green website identifies a maximum loan amount of $1,000 but offers up to $4,500 for "returning customer[s]."

33. The payment structure for these loans typically requires that a Minnesota consumer repay a minimum of 100% or more of the original principal balance within 60 days of origination, though the interest rates of these loans require the consumer to repay many multiples of the principal balance over the full length of the loan repayment plan.

34. Payments are generally collected via ACH withdrawals from a borrower's bank account in Minnesota.

35. To obtain a loan from Plain Green, Minnesota consumers would fill out the online application and identify their Minnesota address and other personal information. The application has listed "Minnesota" in the drop-down menu of states in which Plain Green would make loans:



36. Consumers would then review and electronically sign loan contracts in Minnesota. They would receive an email confirmation from Plain Green and receive funds deposited into their bank accounts in Minnesota.

37. The Plain Green website states that its marketed loans are offered to "help[ ] people meet their emergency and cash-flow needs quickly and easily," including to people who have "had [their credit or debit] card declined due to insufficient funds."

38. Accordingly, Minnesota consumers report taking out loans from Plain Green during periods of extreme financial distress.

C. Plain Green Loans Charge Predatory Interest Rates.

39. Loan and other information received and reviewed by the Attorney General's Office show that Plain Green routinely charges Minnesota borrowers annual interest rates between 570 and 697%, if not more.

40. Many Minnesota consumers do not understand the high cost and repayment schedule for the Plain Green loans. Some consumers report being shocked to learn of the loans' extremely high cost and their resulting inability to pay off the debt as planned.

41. The interest charged on every one of Plain Green's loans made to Minnesotans vastly exceed the rate allowed under Minnesota's usury laws described in section I above.

D. Plain Green Falsely Demands a Right to Repayment on Void Loans and Misrepresents that Minnesota Law Does Not Apply.

42. Plain Green contacts Minnesota consumers in Minnesota to demand repayment when ACH transfers are ineffective. Such repayment demands often cause severe financial distress for Minnesota consumers with fixed incomes, requiring difficult choices between repaying the loans or paying necessary household bills.

43. Upon learning of the rate charged on Plain Green's loans, Minnesota consumers report misunderstanding and confusion as to whether the loans are legal.

44. Consumers, however, reasonably believe that they must repay the loans or face adverse legal consequences and derogatory reporting of the loans' status to credit reporting agencies. The loan contracts state that Plain Green has the right upon default "to

declare all principal, earned finance charges and other amounts that you owe us to be immediately due and payable, in full."

45. The loan documents state that, upon default and acceleration of the balance, Plain Green can, "without further notice, [ ] debit Your Bank Account for the full amount that you owe us... we may [also] submit your name to a collection agency and we may also report the incident to a consumer reporting agency database."

46. The Plain Green website further states: "If you fail to repay your loan in accordance with its terms, we may place your loan with, or sell your loan to, a third-party collection agency or other company that acquires and/or collects delinquent consumer debt."

47. When customers express to Plain Green that they cannot afford to make loan payments and excessive interest charged on their loans, Plain Green falsely instructs them that the amount is enforceable and must be repaid.

48. Plain Green further sold defaulted loans to debt buyers to obtain payments from Minnesota borrowers concerning defaulted loans. For example, this includes sale agreements with Debt Direct Portfolio Management, LLC, a nontribal corporation, headquartered in Buffalo, NY, and organized under the laws of New York.

49. As of July 2025, Plain Green had sold at least 1,366 loans for Minnesota consumers to Debt Direct Portfolio Management, LLC, with outstanding balances totaling at least $3,275,592.94.

E. Plain Green's Contracts Include Provisions and Makes Other Statements Falsely Disclaiming Minnesota Law and Purporting to Limit Borrower Rights.

50. When consumers express to Plain Green that consumers' loans and interest rates appear to be illegal, Plain Green responds that Minnesota law does not apply to its loans.

51. The loan documents for the Plain Green loans also include several provisions purporting to waive or disclaim Minnesota law and otherwise limiting consumers' rights to challenge the repayment demands, including provisions that:

a. disclaim Minnesota law to disputes or issues concerning the loan:

> **GOVERNING LAW; NON-APPLICABILITY OF STATE LAW; INTERSTATE COMMERCE:** This Agreement [is] governed by Tribal Law and applicable Federal law, without application of the laws of any state, including the conflict of laws rules of any state … Neither this Agreement nor Plain Green is subject to the laws of any state of the United States.

b. prevent consumers from asserting legal claims against Plain Green:

> **SOVEREIGN IMMUNITY:** … you understand that we are an economic arm, instrumentality, and limited liability company of the Tribe. The Tribe is a federally-recognized American Indian Tribe and enjoys governmental sovereign immunity … Because we and the Tribe are entitled to sovereign immunity, you will be limited as to what claims, if any, you may be able to assert against the Tribe and us.

c. require arbitration of any dispute:

> **AGREEMENT TO ARBITRATION:** … YOU AGREE THAT ANY DISPUTE YOU HAVE ARISING FROM THIS AGREEMENT WILL BE RESOLVED THROUGH BINDING ARBITRATION. ARBITRATION REPLACES LITIGATION.

d. waive the constitutional right to bring claims to court at all:

> BY AGREEING TO ARBITRATE ANY DISPUTES, YOU WAIVE YOUR RIGHT TO GO TO COURT [AND] YOUR RIGHT TO HAVE A JUDGE OR JURY…

e. waive the ability to participate in a class action or bring an action in the capacity as a "private attorney general":

> BY AGREEING TO ARBITRATE ANY DISPUTES, YOU WAIVE YOUR RIGHT … TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS OR IN ANY CONSOLIDATED ARBITRATION PROCEEDING OR AS A PRIVATE ATTORNEY GENERAL.

52. When Minnesotans contact Plain Green, it responds that Minnesota law does not apply to the loans and that the loans are legal.

53. For example, one letter from Plain Green to a Minnesota consumer stated that Plain Green was "wholly owned by the Chippewa Cree Tribe of the Rocky's Boy Reservation" and that its loan is "governed by Tribal law" and "not state law."

F. Despite Recent Enforcement by the State, Plain Green Continues to Originate and Collect on Illegal Loans in Minnesota.

54. As noted above, in October 2023 the Attorney General's Office filed a civil enforcement lawsuit against predatory online lenders associated with a different tribal-owned business called the Island Mountain Development Group and employing the same scheme as Plain Green. *Minnesota by Ellison v. Azure*, Compl. No. 23-cv-03321, Dkt. 1 (D. Minn. Oct. 30, 2023). Shortly after *Minnesota v. Azure* was filed, the parties entered into a consent order whereby the lenders agreed to cease originating new loans that violated Minnesota law and stopped repayment and collection on existing illegal loans. *See id.*, Order, Dkt. 46 (D. Minn. Feb. 27, 2024).

55. Similarly, in November 2024, the Attorney General's Office filed a civil enforcement lawsuit against additional predatory online lenders associated with a different tribal-owned business called LDF Business Development Corporation. *Minnesota by Ellison v. Johnson*, Compl. No. 24-cv-04285, Dkt. 1 (D. Minn Nov. 26, 2024). Shortly after *Minnesota v. Johnson* was filed, the parties entered into a consent order whereby the lenders agreed to cease originating new loans that violated Minnesota law and stopped repayment and collection on existing illegal loans. *See id.*, Order, Dkt. 2 (D. Minn. Nov. 26, 2024).

56. Despite these public actions by the Attorney General, Plain Green continues to maintain, in correspondence to Minnesotans and on their website, that their loans are not subject to consumer-protection laws of the borrower's state.

III. INJUNCTIVE RELIEF IS NECESSARY TO STOP ONGOING VIOLATIONS OF MINNESOTA LAW THAT HARM MINNESOTA.

57. Collection on predatory loans poses continuing harm to Minnesota and the financial security of Minnesotans. As noted above, Plain Green sold Debt Direct Portfolio Management, LLC, at least 1,366 loans for Minnesota consumers with outstanding balances totaling at least $3,275,592.94. This does not include sales to any other debt collectors Plain Green contracts with nor any loans not sold following default.

58. The Attorney General's Office has also received many complaints that document extreme hardship caused by Plain Green continuing demands for payment of excessive interest.

59. For example, **R.C.** of Glencoe took out a $700.00 loan from Plain Green in November 2024 that he later learned had a 678.11% interest rate. With interest added to the loan over its standard repayment term, Plain Green required R.C. to repay a total of $3,705.41. In June 2025, R.C. learned that this interest rate was unlawful, though by that time he had already paid Plain Green $2,676.96, nearly four times what he had borrowed. R.C. contacted the Better Business Bureau about the illegal interest rate, which gave his complaint to Plain Green. It responded: "as a wholly owned tribal lender, Plain Green, LLC, is regulated by the Tribal Consumer Protection Bureau, not state law."

60. Another example is **T.R.** of Maple Grove, who borrowed $1,250 from Plain Green in June 2025, telling the Attorney General's Office that she "was desperate" at the time she took out the loan. Plain Green imposed a 582.67% interest rate on T.R.'s loan, which over Plain Green's twelve-month repayment term would require her to repay a total of $7,617.02—more than six times what she originally borrowed. T.R. called these interest payments "ridiculously high."

61. Many other consumer reports match the experiences of **R.C.** and **T.R.**

62. If **R.C.**, **T.R.**, and other consumers had not contacted and received assistance from the Attorney General's Office, they would still be subject to oppressive interest, ballooning loan balances, and continuing demands for burdensome repayment driving them further into poverty. It is indeed possible that thousands of Minnesota borrowers who have not contacted the Attorney General's Office have been subject to predatory loans by Plain Green and that many such borrowers face continued repayment demands.

63. Minnesota consumers that Plain Green made illegal loans to were harmed, including by being subjected to payment demands and debt collection for exorbitant interest and being falsely compelled to repay loan balances that were, in truth, void and uncollectible under Minnesota law.

64. Plain Green's conduct also undermines Minnesota's own sovereign interests in enforcing its laws, preventing wrongful and harmful business conduct, protecting the economic security of Minnesota residents, ensuring a sound and fair marketplace for financially distressed consumers with diminished bargaining power, and preventing unfair competition against businesses that comply with Minnesota law.

65. Attempts to evade usury laws to exploit consumers are not new. Predatory lenders have long attempted various schemes and legal artifices to evade Minnesota's usury laws. One common avoidance scheme involves short-term lenders entering agreements with federally recognized tribes whereby the tribe's sovereignty is used to claim immunity from state consumer-protection laws. Those who facilitate these schemes make statements in their marketing and communications to consumers intending to make consumers believe that their state's laws do not apply.

66. Plain Green's statements that their loans are legal and that Minnesota laws do not apply are false. The U.S. Supreme Court has repeatedly recognized that the sovereign immunity of tribal nations, like other sovereigns, does not prevent the substantive application of laws where tribal-owned entities engage in business activity in a state that would otherwise be subject to that state's regulation.

67. Nor can a person evade compliance with Minnesota law by claiming state laws do not apply. Contractual devices in form contracts signed by consumers do not validate otherwise void loans made in violation of civil or criminal laws. For this reason, numerous circuit courts have recognized that short-term loans made by online and tribal-affiliated lenders are subject to state laws when the lender steps beyond its tribal borders and makes loans to consumers in that state.

68. Thus, the substantive laws of Minnesota apply to tribal entities that do business in the State even if tribal nations are subject to sovereign immunity from suit in federal and state courts. It is well-established—most notably in a 1908 U.S. Supreme Court decision in a case brought against the Minnesota Attorney General, *Ex Parte Young*, 209 U.S. 123 (1908)—that officials acting in control of a sovereign entity may be subject to civil suits *for injunctive relief* to prevent further or ongoing violations. In fact, the U.S. Supreme Court has specifically held that states may seek *Ex Parte Young* relief against officials who transact unlawful business outside the borders of tribal lands.

69. Accordingly, the Attorney General seeks injunctive relief to stop further illegal lending and false and misleading conduct in Minnesota by Plain Green through section 8.31. Injunctive relief is also necessary to stop further collections and harm on existing illegal loans, ensure effective monitoring and enforcement, and otherwise ensure prospective compliance.

COUNT I
General Usury
Minn. Stat. ch. 334

70. The Attorney General incorporates by reference paragraphs 1 through 68.

71. Section 334.01 sets the general usury rate cap in Minnesota as 8% per annum on written loan contracts under $100,000. The rate cap under section 334.01 applies unless another rate applies for businesses supervised and regulated under Minnesota or federal law. *See, e.g.*, Minn. Stat. § 334.01, subd. 3 (contracts governed by ERISA), § 334.011 (business and agricultural loans), §§ 334.02 & 334.03 (exempting financial institutions and regulated lenders subject to section 47.59, section 48.196, sections 56.01-56.19, and federal banking supervision); § 47.59 (setting rates for certain state-regulated or -supervised financial institutions).

72. Defendants (including their predecessors), in their official capacity managing Plain Green, violated chapter 334 because they directed and issued loans subject to the chapter that charge(d) and collect(ed) egregious annual interest rates between 200 and 800%. Such loans are subject to the 8% usury rate under chapter 334 because Plain Green is not licensed, registered, or otherwise supervised and regulated by federal or Minnesota agencies.

73. Under section 334.02 and 334.05, all loans issued by Plain Green in Minnesota are void *ab initio*. Minnesota consumers who were extended such loans have no obligation to repay the loan or be subject to collection.

74. Defendants (including their predecessors), in their official capacity decided, adopted, and/or ratified the policies of Plain Green in violation of chapter 334.

75. These violations are ongoing: Plain Green continues to market new loans under $100,000 to Minnesota consumers at egregious and blatantly unlawful interest rates while all continuing to demand repayment from Minnesota consumers and engaging in debt collection from Minnesota consumers on illegal loans. Minnesota and its residents have been and continue to be harmed by these violations of chapter 334.

76. The Attorney General is entitled to bring civil actions to enforce chapter 334 pursuant to Minn. Stat. § 8.31 and common law *parens patriae* authority.

77. Because Plain Green is owned by Ocipwêw Nêiyaw, a federally recognized tribe subject to sovereign immunity, through its holding company Atoske, the Attorney General brings this action for declaratory and injunctive relief only—in order to secure effective prospective relief to stop continuing and future violations of the law. In recognizing these principles of sovereign immunity, however, the Attorney General reserves the right to contest whether Ocipwêw Nêiyaw is the de facto lender concerning such loans and to pursue other relief against non-tribal entities or persons that have participated in the unlawful lending described herein.

COUNT II
Usury for Lending Businesses
Minn. Stat. §§ 56.01-56.19

78. The Attorney General incorporates by reference paragraphs 1 through 68.

79. Chapter 56 of the Minnesota Statutes provides that "no person shall engage in the business of making loans" with an initial balance of less than $100,000 and "charge, contract for, or receive" interest that is more than what is allowed if the person was not a "licensee under this chapter." Minn. Stat. § 56.01. This prohibition applies "to any person

who, by any device, or pretense, shall charge, contract for, or receive greater interest … than is authorized by [chapter 56].” Minn. Stat. § 56.18.

80. In other words, lending businesses that wish to make loans above the 8% general usury cap under chapter 334 (and are not regulated by Minnesota or federal authorities as a bank, savings association, trust company, licensed pawnbroker, or credit union) must obtain a lending license from the Department of Commerce. Section 56.131 then allows those regulated lenders to issue loans at higher but still limited interest rates set forth under Minn. Stat. § 47.59 (which is either an overall rate of 27.75% or a blended rate of 33% for principal under $1,350 and 19% for amounts above $1,350). If the lender is not licensed, loans they issue above the general usury cap are illegal and void under section 56.19 (in addition to chapter 334).

81. The Attorney General is Minnesota’s chief law enforcement officer and authorized to bring civil actions to enforce chapter 56’s usury prohibition for lending businesses under section 8.31 and *parens patriae* authority. *See State by Swanson v. Minnesota Sch. of Bus., Inc.*, 899 N.W.2d 467 (Minn. 2017) (holding that the Attorney General may enforce and pursue injunctive relief for violations of chapter 56).[7]

82. Defendants (including their predecessors), in their official capacity managing Plain Green, violated chapter 56 because loans issued by Plain Green in Minnesota are

[7] The Department of Commerce has authority to bring administrative actions as licensor for regulated lenders. *See* Minn. Stat. §§ 56.21, 45.027. But the Attorney General has independent and concurrent authority to enforce chapter 56 as the State’s chief law officer. *State ex rel. Hatch v. Am. Fam. Mut. Ins. Co.*, 609 N.W.2d 1, 4 (Minn. Ct. App. 2000).

under $100,000, originated by an unlicensed lending business, and charge interest rates well above the general usury cap.

83. Plain Green is not licensed under chapter 56, nor is it a bank, savings association, trust company, licensed pawnbroker, credit union, or other entity doing business under and as permitted by Minnesota or federal law. But even if Plain Green did hold a lending license, it would still violate section 56.131's usury limit for lending businesses because the interest rates on its loans are much higher than those permitted for licensees under section 47.59.

84. As a result of these violations, all loans issued by Plain Green in Minnesota are void. Pursuant to section 56.19, borrowers on such loans are under no obligation to pay any amounts demanded related to those loans.

85. Defendants (including their predecessors) in their official capacity decided, adopted, and/or ratified the policies of Plain Green in violation of chapter 56.

86. These violations are ongoing: as of November 2024, Plain Green is continuing to market new loans under $100,000 to Minnesota consumers at egregious and blatantly unlawful interest rates while continuing to demand repayment from Minnesota consumers and engage in debt collection from Minnesota consumers on illegal loans. Minnesota and its residents have been and continue to be harmed by these violations of chapter 56.

87. Because Plain Green is owned by Ocipwêw Nêiyaw, a federally recognized tribe subject to sovereign immunity, through its holding company Atoske, the Attorney General brings this action for declaratory and injunctive relief only—in order to secure

effective prospective relief to stop continuing and future violations of the law. In recognizing these principles of sovereign immunity, however, the Attorney General reserves the right to contest whether Ocipwêw Nêiyaw is the de facto lender concerning such loans and to pursue other relief against non-tribal entities or persons that have participated in the unlawful lending described herein.

COUNT III
Consumer Short-Term Loan Statute
Minn. Stat. §§ 47.601

88. The Attorney General incorporates by reference paragraphs 1 through 68.

89. Section 47.601 guards against the worst practices in high-risk, low-dollar lending by restricting individuals and entities engaged in the business of making "consumer short-term loans." The statute prohibits contracts that purport to displace or render inapplicable the protections of Minnesota law, requires that lenders provide complete copies of lending contracts and disclose necessary information about such loans, requires compliance with Minnesota debt-collection laws, sets special interest-rate limits that are more generous than other laws but prevent predatory charges, and requires reporting to the Department of Commerce.

90. Section 47.601, subdivision 6(b), renders void any consumer short-term loan issued by a consumer short-term lender who is not properly licensed, includes contract terms prohibited under the statute, or charges interest in violation of limits set forth under either Minn. Stat. § 47.59, subd. 6 (capping charges for loans made by regulated financial institutions) for loans issued before 2024 or Minn. Stat. § 47.60 (setting charges for consumer small-loan lenders) for loans issued starting in 2024.

91. Subdivision 7 authorizes the Attorney General to bring civil actions to enforce section 47.601. The Attorney General is also authorized to enforce the law pursuant to section 8.31 and *parens patriae* authority.

92. Plain Green's loans are subject to section 47.601 because:

a. many if not most of the loans issued through Plain Green in Minnesota have initial principal balances under $1,300 (or, for loans made before January 1, 2024, balances under $1,000);

b. the loans are made to borrowers for personal, family, or household purposes;

c. the repayment schedules require high weekly or biweekly payments from the borrower equal to at least 100% of the initial principal balance within 60 days of the loan's origination;

d. Plain Green is "an individual or entity engaged in the business of making or arranging consumer short-term loans" and does not lend through "a state of federally chartered bank, savings bank, or credit union"; and

e. the loans are not transactions made under chapter 325J or loans where, in the event of default on the loan, the sole recourse for recovery of the amount owed, other than a lawsuit for damages for the debt, is to proceed against physical goods pledged by the borrower as collateral for the loan.

93. Defendants (including their predecessors), in their official capacity managing Plain Green, violated section 47.601 because all loans issued through Plain Green have (a) required borrowers to sign a contract with "a provision selecting a law other than Minnesota law under which the contract is construed or enforced," in violation of subdivision 2(a)(1); (b) required borrowers to sign a contract with "a provision choosing a forum for dispute resolution other than the state of Minnesota," in violation of subdivision 2(a)(2); (c) been issued by lenders that did not file reports with the Department of

Commerce for each calendar year that documents amounts collected, average APRs, number of borrowers, number of borrowers with 5 to 20 or more loans, and the number of loans charged off, in violation of subdivision 4, and (d) charged rates exceeding those allowable under both section 46.60, subdivision 2 or section 47.59, subdivision 6.

94. Pursuant to section 47.601, subdivision 6(b), all loans issued through Plain Green are void because they failed to "obtain[] an applicable license," the loans include impermissible contract provisions as detailed above, and the loans charge impermissible rates of interest.

95. Defendants (including their predecessors), in their official capacity decided, adopted, and/or ratified the policies of Plain Green in violation of the section 47.601.

96. These violations are ongoing: as of November 2025, Plain Green was continuing to market new loans subject to and in violation of section 47.601 to Minnesota consumers while it continued to demand repayment from Minnesota consumers and engage in debt collection from Minnesota consumers on loans in violation of section 47.601.

97. Because Plain Green is owned by Ocipwêw Nêiyaw, a federally recognized tribe subject to sovereign immunity, through its holding company Atoske, the Attorney General brings this action only for declaratory and injunctive relief to secure effective prospective relief to stop continuing and future violations of the law. In recognizing these principles of sovereign immunity, however, the Attorney General reserves the right to contest whether Ocipwêw Nêiyaw is the de facto lender concerning such loans and to pursue other relief against non-tribal entities or persons that have participated in the unlawful lending described herein.

COUNT IV
Minnesota Prevention of Consumer Fraud Act
Minn. Stat. § 325F.69-.70

98. The Attorney General incorporates by reference paragraphs 1 through 68.

99. The MCFA, Minn. Stat. § 325F.69-.70, provides that the "act, use, or employment" by "any person" of "any fraud, false pretense, false promise, misrepresentation, misleading statement or deceptive practice" that is made "with the intent that others rely thereon in connection with the sale of any merchandise" is "enjoinable as provided in section 325F.70. The representation is actionable "whether or not any person has in fact been misled, deceived, or damaged thereby."

100. As of August 1, 2023, section 325F.69 of the MCFA also prohibits any "unfair or unconscionable practice[s]."[8] 2023 Minn. Laws. ch. 57, art. IV, § 16; Minn. Stat. § 325F.67, subds. 1 & 8. "Merchandise" under section 325F.69 includes "services" and "loans." Minn. Stat. § 325F.68, subd. 2.

101. Section 325F.70 provides that "the attorney general … may institute a civil action in the name of the state in the district court for an injunction prohibiting any violation" of the MCFA. It further provides that the court, "upon proper proof that such defendant has engaged in a practice made enjoinable" by the MCFA, "may enjoin the future commission of such practice." The statute clarifies that it "shall be no defense to such an action that the state may have adequate remedies at law."

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[8] The relevant time for the State's claim under Count IV for unfair or unconscionable practices under subdivision 1 of section 325F.69 began on August 1, 2023, and continues through the present.

102. Defendants (including their predecessors), in their official capacity managing Plain Green, violated the MCFA because Plain Green represented that consumers have a legal obligation to repay loans that are illegal and void under Minnesota law, falsely marketed its loans as legal credit products, sent correspondence to Minnesota consumers demanding payment, originated ACH debit entries from consumer bank accounts, conducted debt collection on Minnesota consumers, and demanded repayment on defaulted loans. These practices are misleading and unfair.

103. Plain Green also failed to disclose that consumers have no legal obligation to pay the loan amounts because they were void under state law. Consumers were and are unlikely to know that applicable law renders Plain Green's loans void or limited consumers' obligation to repay.

104. The above representations were misleading and made with the intent that others rely thereon in connection with the sale of loans to Minnesota consumers. Representations concerning the legal obligation of the consumer to repay or not repay are material terms or conditions meant to induce the borrower to believe the loans are legal, to induce consumers to make payments they are not obligated to make, and to prevent consumers from asserting rights under Minnesota law. These practices are unfair and misleading.

105. The Attorney General is authorized to bring civil actions to enforce the MCFA under section 325F.70, section 8.31, and *parens patriae* authority.

106. Defendants (including their predecessors) in their official capacity decided, adopted, and/or ratified the policies of Plain Green in violation of the MCFA.

107. These violations are ongoing: as of November 2025, Plain Green was continuing to deceptively market new loans to Minnesota consumers while it continued to make representations concerning repayment from Minnesota consumers and engage in debt collection from Minnesota consumers on illegal loans based on the above misrepresentations. Minnesota and its residents have been and continue to be harmed by these violations of the MCFA.

108. Because Plain Green is owned by Ocipwêw Nêiyaw, a federally recognized tribe subject to sovereign immunity, through its holding company Atoske, the Attorney General brings this action for declaratory and injunctive relief only—in order to secure effective prospective relief to stop continuing and future violations of the law. In recognizing these principles of sovereign immunity, however, the Attorney General reserves the right to contest whether Ocipwêw Nêiyaw is the de facto lender concerning such loans and to pursue other relief against non-tribal entities or persons that have participated in the unlawful lending described herein.

COUNT V
Uniform Deceptive Trade Practices Act
Minn. Stat. §§ 325D.44-.45

109. The Attorney General incorporates by reference paragraphs 1 through 68.

110. The UDTPA, Minn. Stat. § 325D.44-.45, provides that a "person …. engages in a deceptive trade practice" when "in the course of business, vocation, or occupation," they: "cause[] likelihood of confusion or of misunderstanding as to the … approval[] or certification of goods or services," "represent[] that goods or services have …

characteristics … that they do not have," or "engage[] in any other conduct which similarly creates a likelihood of confusion or of misunderstanding." Minn. Stat. § 325D.44, subd. 1(2), (5), (14).[9] Deceptive practices under section 325D.44 may be enjoined and "proof of monetary damage, loss of profits, or intent to deceive is not required."

111. As of August 1, 2023, the UDTPA also prohibits "unfair or unconscionable acts or practices."[10] 2023 Minn. Laws. ch. 57, art. IV, § 6; Minn. Stat. § 325D.44, subd. 1(13).

112. Defendants (including their predecessors), in their official capacity managing Plain Green, engaged in violations of the UDTPA because Plain Green represents that consumers have a legal obligation to repay loans that are illegal and void *ab initio* under Minnesota law, market their loans as legal credit products, send correspondence to Minnesota consumers demanding payment, originate ACH debit entries from consumer bank accounts, conduct debt collection on Minnesota consumers, and demand repayment on defaulted loans. These practices are misleading and unfair.

113. Plain Green also fails to disclose that consumers have no legal obligation to pay the loan amounts because they were void under state law. Consumers were and are

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[9] Pursuant to 2023 Minnesota Laws chapter 57, article 4, section 6, subdivision 1(13) of section 325D.44, prohibiting "engag[ing] in any other conduct which similarly creates a likelihood of confusion or of misunderstanding," was recodified as subdivision 1(14). For simplicity, the State refers to this provision as section 325D.44, subdivision 1(14).

[10] The relevant time for the State's claim under Count V for unfair or unconscionable acts or practices under subdivision 1(13) of section 325D.44 began on August 1, 2023, and continues through the present.

unlikely to know that applicable law renders Plain Green's loans void or limited consumers' obligation to repay.

114. Representations concerning the legal obligation of the consumer to repay or not repay are material terms or conditions meant to induce the borrower to believe the loans are legal, to induce consumers to make payments they are not obligated to make, and to prevent consumers from asserting rights under Minnesota law.

115. The Attorney General is authorized to bring civil actions to enforce the UDTPA under section 325D.45, section 8.31, and *parens patriae* authority.

116. Defendants (including their predecessors) in their official capacity decided, adopted, and/or ratified the policies of Plain Green in violation of the UDTPA.

117. These violations are ongoing: as of November 2025, Plain Green was continuing to deceptively market new loans to Minnesota consumers while it continues to make representations concerning repayment from Minnesota consumers and engage in debt collection from Minnesota consumers on illegal loans based on the above misrepresentations. Minnesota and its residents have been and continue to be harmed by these violations of the UDTPA.

118. Because Plain Green is owned by Ocipwêw Nêiyaw, a federally recognized tribe subject to sovereign immunity, through its holding company Atoske, the Attorney General brings this action for declaratory and injunctive relief only—in order to secure effective prospective relief to stop continuing and future violations of the law. In recognizing these principles of sovereign immunity, however, the Attorney General reserves the right to contest whether Ocipwêw Nêiyaw is the de facto lender concerning

such loans and to pursue other relief against non-tribal entities or persons that have participated in the unlawful lending described herein.

COUNT VI
False Statement in Advertising
Minn. Stat. §§ 325F.67

119. The Attorney General incorporates by reference paragraphs 1 through 68.

120. The FSAA, Minn. Stat. § 325F.67, states that "any person [or] corporation" who has "intent to sell … [a] service[] or anything offered by such person … to the public … for sale … or to induce the public in any manner to enter into any obligation relating thereto" and "makes, publishes, disseminates, circulates, or places before the public .. in this state" and "in a … publication, … letter, … or in any other way, an advertisement of any sort regarding [the] service … for use, consumption, purchase, or sale" is liable if the "advertisement contains any material assertion, representation, or statement of fact which is untrue, deceptive, or misleading."

121. Section 325F.67 further provides that a violation is a misdemeanor and "any such act is declared to be a public nuisance and may be enjoined as such." It states that a "duty of strict observance and enforcement of this law and prosecution for any violation thereof is hereby expressly imposed upon the attorney general."

122. Plain Green's loans and credit products are "merchandise, … [a] service, or anything offered … directly or indirectly, to the public" within the meaning of the statute. The loans are marketed and offered by "persons" or "corporations" within the meaning of the statute.

123. Defendants (including their predecessors), in their official capacity managing Plain Green, engaged in violations of the FSAA because Plain Green falsely represents and markets its loans as legal credit products and fails to disclose that consumers have no legal obligation to pay the loan amounts because they are illegal and void under Minnesota law.

124. Consumers were and are unlikely to know that applicable law renders these loans void or limited consumers' obligation to repay.

125. The Minnesota Attorney General is authorized to bring civil actions to enforce the FSAA under the statute, section 8.31, and his *parens patriae* authority.

126. Defendants (including their predecessors) in their official capacity decided, adopted, and/or ratified the policies of Plain Green in violation of the FSAA.

127. These violations are ongoing: as of November 2025, Plain Green was continuing to deceptively market new loans to Minnesota consumers while continuing to make representations concerning repayment from Minnesota consumers and engage in debt collection from Minnesota consumers on illegal loans based on the above misrepresentations. Minnesota and its residents have been and continue to be harmed by these violations of the FSAA.

128. Because Plain Green is owned by Ocipwêw Nêiyaw, a federally recognized tribe subject to sovereign immunity, through its holding company Atoske, the Attorney General brings this action for declaratory and injunctive relief only—in order to secure effective prospective relief to stop continuing and future violations of the law. In recognizing these principles of sovereign immunity, however, the Attorney General reserves the right to contest whether Ocipwêw Nêiyaw is the de facto lender concerning

such loans and to pursue other relief against non-tribal entities or persons that have participated in the unlawful lending described herein.

COUNT VII
Unfair and Deceptive Acts or Practices in Violation of the Federal Consumer Financial Protection Act
12 U.S.C. §§ 5531 and 5536

129. The Attorney General incorporates by reference paragraphs 1 through 68.

130. In enacting the CFPA, Congress made it illegal for any "covered person" to engage in "any unfair, deceptive or abusive act or practice." 12 U.S.C. §§ 5531, 5536.

131. Defendants are both a "covered person," which includes an "individual" or a "company, corporation, … or other entity" that is "engaged in offering or providing a consumer financial product or service." 12 U.S.C. § 5481. Defendants, in their official capacity for Plain Green, are engaged in offering and providing short-term loans to Minnesota consumers.

132. **Deceptiveness**. An act or practice is deceptive when it misleads or is likely to mislead the consumer; the consumer's interpretation is reasonable under the circumstances; and the misleading act or practice is material.

133. Defendants (including their predecessors), in their official capacity managing Plain Green, engaged in deceptive acts and practices because:

a. Plain Green represented that consumers had a legal obligation to repay loan amounts that in fact did not exist because the underlying loan contracts violate Minnesota law and thus were void, falsely told consumers that Minnesota law did not apply to their loans, sent correspondence to Minnesota consumers demanding payment and claiming that repayment demands were enforceable when they were not, demanded repayment on defaulted loans that were void, and failed to disclose to consumers that they had no legal obligation to pay the loan amounts because they were illegal and void under state law.

b. Consumers' interpretation of the misrepresentations—i.e., the false notion that the Plain Green loans were valid and enforceable and that Minnesota law did not apply to the loans—is reasonable because, among other circumstances related to the transactions, the interpretation is what was literally and explicitly stated in form contracts with Minnesota consumers. Further, consumers were unlikely to know that applicable law rendered the loans void or limited consumers' obligation to repay them, and thus consumers were unlikely to avoid paying illegal amounts to which Plain Green was not entitled.

c. The subject of the misleading statements—whether a loan is legal and a consumer must repay the debt—is material.

134. **Unfairness**. An unfair act or practice under the CFPA is one that causes or is likely to cause substantial injury to consumers which is not reasonably avoidable by consumers and the substantial injury is not outweighed by countervailing benefits to consumers or to competition. 12 U.S.C. § 5531(c).

135. Defendants (including their predecessors), in their official capacity managing Plain Green, engaged in unfair acts or practices because consumers were and are likely to pay substantial amounts to Plain Green for which it is not entitled and based on its demands for repayment, causing ongoing monetary loss and distress. This harm was not reasonably avoidable because consumers were highly unlikely to know that applicable law rendered the Plain Green loans void or limited consumers' obligation to repay them; consumers were thus unlikely to avoid paying illegal amounts to which Plain Green was not entitled. Nor is the injury outweighed by countervailing benefits to consumers or competition; indeed, there is no benefit, to individual consumers or to the public, in usurious and predatory loans that harm financially distressed consumers and violate basic consumer-protection laws.

136. Defendants (including their predecessors) in their official capacity manage and control Plain Green. Defendants decided, adopted, or ratified the policies related to the unlawful lending operations and deception outlined herein.

137. These violations are ongoing: as of November 2025, Plain Green was continuing to deceptively market new loans to Minnesota consumers while continuing to make representations concerning repayment from Minnesota consumers and engage in debt collection from Minnesota consumers on illegal loans based on the above misrepresentations.

138. Because Plain Green is owned by Ocipwêw Nêiyaw, a federally recognized tribe subject to sovereign immunity, through its holding company Atoske, the Attorney General brings this action for declaratory and injunctive relief only to secure effective prospective relief to stop continuing and future violations of the law. In recognizing these principles of sovereign immunity, however, the Attorney General reserves the right to contest whether Ocipwêw Nêiyaw is the de facto lender concerning such loans and to pursue other relief against non-tribal entities or persons that have participated in the unlawful lending described herein.

139. Before initiating this action, the Attorney General sent a complete copy of this Complaint and written notice describing this action to the Consumer Financial Protection Bureau in accordance with 12 U.S.C. § 5552(b)(1).

PRAYER FOR RELIEF

The Attorney General respectfully requests that this Court enter an order granting the following relief:

1. Declaring that the marketing, offering, issuing, servicing, collection, and providing of loans by Plain Green as described above violates the above-described laws;

2. Enjoining Defendants, along with any other officers, agents, servants, employees, and attorneys of Plain Green, Atoske, and any other persons in active concert or participation with them and with notice of an injunctive order, from marketing, offering, issuing, servicing, collecting on, or otherwise participating in violations concerning the above-described unlawful lending;

3. Ordering that Defendants engage in monitoring, reporting, or other appropriate measures to ensure compliance with the above remedies;

4. Granting such further relief as provided by law or as the Court deems appropriate and just.

Dated: March 12, 2026

Respectfully submitted,

KEITH ELLISON
Attorney General
State of Minnesota

JESSICA WHITNEY
Deputy Attorney General

ADAM WELLE
Assistant Attorney General
MN Atty. Reg. No. 0389951

/s/ Bennett Hartz
BENNETT HARTZ
Assistant Attorney General
MN Atty. Reg. No. 0393136

adam.welle@ag.state.mn.us
bennett.hartz@ag.state.mn.us
445 Minnesota Street, Suite 1200
St. Paul, Minnesota 55101-2130
(651) 757-1235

Attorneys for the State of Minnesota