STATE OF CONNECTICUT
DEPARTMENT OF BANKING
260 CONSTITUTION PLAZA • HARTFORD, CT 06103-1800

Jorge L. Perez
Commissioner

IN THE MATTER OF: **GREAT PLAINS LENDING, LLC** **("Great Plains")** **JOHN R. SHOTTON** **("Shotton")** **CLEAR CREEK LENDING** **("Clear Creek")** **(collectively "Respondents")**	**PROPOSED FINDINGS OF FACT,** **PROPOSED CONCLUSIONS OF LAW** **AND** **NOTICE OF RIGHT TO HEARING**

I. INTRODUCTION

The Banking Commissioner ("Commissioner") is charged with the administration of Connecticut laws regulating small loan lenders.[1] Pursuant to Section 36a-17 of the Connecticut General Statutes, the Commissioner, through the Consumer Credit Division of the Department of Banking ("Department"), investigated Respondents' lending activity in Connecticut and issued a Temporary Order to Cease and Desist, Order to Make Restitution, Notice of Intent to Issue Order to Cease and Desist, Notice of Intent to Impose Civil Penalty and Notice of Right to Hearing ("First Order") against Respondents on October 24, 2014. In the First Order, Respondents were given the opportunity to request a hearing in order to

[1] *See* Chapter 668, Part III of the Connecticut General Statutes and the regulations adopted thereunder, Sections 36a-570-1 to 36a-570-17, inclusive, of the Regulations of State Agencies.

present evidence, rebuttal evidence and argument on all issues of fact and law to be considered by the Commissioner. Respondents did not request a hearing but sent the Commissioner a pleading, styled a "Motion to Dismiss," in which they asserted tribal sovereign immunity from the Department's actions based on Respondents' purported affiliation with the Otoe-Missouria Tribe of Indians ("Tribe"), a federally recognized Indian tribe with a reservation located in Oklahoma. The Commissioner issued a Ruling on the Motion to Dismiss on January 6, 2015, concluding that the Department has jurisdiction over Respondents despite Respondents' assertion of tribal sovereign immunity.[2] After Respondents failed to request a hearing to dispute the Department's matters asserted and proposed conclusions of law in the First Order, the Commissioner issued a final Order to Cease and Desist and Order Imposing Civil Penalty on January 6, 2015.

Subsequently, Respondents appealed to the Superior Court for the Judicial District of New Britain pursuant to Chapter 54 of the Connecticut General Statutes, contending that the Department lacked subject matter jurisdiction over Respondents. In its Memorandum of Decision issued on November 23, 2015 ("MOD"), the Court declined to either sustain the appeal or affirm the decision of the agency, but instead retained jurisdiction and remanded the case to the Commissioner to answer three questions. Specifically, the Court asked the Commissioner to decide whether: (1) Great Plains and Clear Creek are arms of the Tribe; (2) Shotton has tribal sovereign immunity from financial penalties that the Commissioner seeks to impose; and (3) Shotton has tribal immunity from the Commissioner's request for prospective injunctive relief against future violations of the state's usury and banking laws.

[2] Specifically, the Commissioner found that the Department's administrative action against Respondents was outside the scope of tribal sovereign immunity from suit. Because the Commissioner found that such immunity would not apply even if Respondents were entitled to it, the Commissioner expressly did not address the question of whether Great Plains and Clear Creek are arms of the Tribe.

II. BRIEF ANSWER

After careful consideration of the available facts and having balanced all relevant factors, the Commissioner concludes as a matter of policy and judgment that neither Great Plains nor Clear Creek are arms of the Tribe and that Shotton does not have tribal sovereign immunity from either the financial penalties or prospective injunctive relief.

III. PRIOR FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Connecticut law applies to Respondents' Connecticut activities (AR 1-3, 6-10).
2. The matters asserted, as set forth in paragraphs 1 through 14, inclusive, of Section II of the First Order (AR 4-5), are facts within the meaning of Section 4-180(c) of the Connecticut General Statutes as they were deemed admitted pursuant to Section 36a-1-31(a) of the Regulations of Connecticut State Agencies, which provides in pertinent part that "[w]hen a party fails to request a hearing within the time specified in the notice, the allegations against the party may be deemed admitted" (AR 163-164). The First Order asserted, among other things, that:
    a. At all times relevant to the investigation, Shotton has served as Secretary/Treasurer of Great Plains and American Web Loan (AR 4; *see also* AR 49).
    b. From at least September 2013 to the present, Great Plains offered, via US mail, e-mail and its website at www.greatplainslending.com, unsecured consumer loans in amounts of $100 to $2,000 with annual interest rates of 199.44% to 448.76% (AR 4).

c. From at least July 2014 to the present, Clear Creek offered, via its website at clearcreeklending.com, unsecured small loans in amounts of $1,500 to $2,500 with annual interest rates of 390% to 420% (AR 5).

3. The conclusions, as set forth in paragraphs 1 through 7, inclusive, of Section III of the First Order (AR 7- 9) are conclusions of law within the meaning of Section 4-180(c) of the Connecticut General Statutes and Section 36a-1-52 of the Regulations of Connecticut State Agencies (AR 163-164). In the First Order, the Commissioner found, among other things, that:

   a. The interests of Connecticut residents were being materially prejudiced by Shotton's participation in Great Plains' violations of Connecticut law (AR 9; *see also* AR 7-8).

IV. PROPOSED FINDINGS OF FACT

1. The Tribe adopted the Otoe-Missouria Tribe of Indians Corporation Act ("Corporation Act") and the Otoe-Missouria Tribe of Indians Limited Liability Company Act ("LLC Act") (AR 47-48).
2. The LLC Act provides for the organization of "entities to promote economic development and the general welfare of the Otoe-Missouria Tribe of Indians" (AR 63).
3. A limited liability company may be formed under the LLC Act for any lawful purpose (AR 66).
4. The LLC Act explicitly states that "[n]othing contained in [the] Act shall be construed as creating any liability . . . of the Tribe in any manner; provided that the assets of the LLC in which the Tribe holds an interest may be subject to liabilities and claims unless otherwise provided herein" (AR 66).

5. Under Part 6, Section 601 of the LLC Act, all property originally transferred to or acquired by a limited liability company is property of the company and not property of the Tribe's members individually (AR 80).
6. Under Part 9, Subpart 1, Section 913 of the LLC Act, an LLC may grant limited waivers of its immunity from suit and consent to be sued, but no such waiver or consent can extend to any action against the Tribe (AR 88).
7. Under Part 9, Subpart 1, Section 913 of the LLC Act, any recovery against the LLC is limited to the assets of the LLC and the Tribe is not liable for the payment or performance of any of the obligations of the LLC (AR 88).
8. The LLC Act explicitly provides that "no recourse shall be had against any assets or revenues of the Tribe in order to satisfy the obligations of the LLC; including assets of the Tribe leased, loaned, or assigned to the LLC for its use, without transfer of title" (AR 88).
9. Under Part 9, Subpart 1, Section 914 of the LLC Act, all LLC interests in a limited liability company wholly owned by the Tribe are held by and for the Tribe. No individual citizen of the Tribe has any personal ownership interest in any LLC organized under the LLC Act, whether by virtue of such person's status as a citizen of the Tribe, as an officer of the government of the Tribe, or otherwise (AR 88).
10. Under Part 9, Subpart 5, Section 952 of the LLC Act, management of an LLC wholly owned by the Tribe must submit various financial statements, business reports and budget information to the Chairman of the Tribal Council (AR 91).
11. Great Plains was created as a limited liability company wholly owned by the Tribe by resolution dated May 4, 2011 (AR 94-95).

12. The Tribe desired to form Great Plains as a limited liability company for the purpose of carrying on a for-profit business and to further the economic goals and initiatives of the Tribe (AR 119).

13. Great Plains' Operating Agreement indicates that its business is "[t]o accomplish any lawful purpose which shall at any time appear conducive or expedient for the protection or benefit of the Company and its assets" (AR 120).

14. Pursuant to Great Plains' Operating Agreement:

    a. Great Plains' management is vested in a board of directors that is appointed and can be removed by the Tribal Council (AR 122).

    b. Great Plains has five initial directors (AR 122).

    c. The Tribe has no liability to creditors of Great Plains (AR 122).

    d. "It is intended that the Company will operate separately from the Tribe and will not require continuing financial support from the Tribe" (AR 122).

    e. All profits and losses are allocated to the Tribe, all cash flow is distributed to the Tribe, and upon dissolution of the company, any assets remaining after payment of Great Plains' debts and obligations will be distributed to the Tribe (AR 122).

    f. "As an entity separate from the Tribe, the Company shall either contract with independent professionals for accounting, legal and other services which the Company may require; or may contract with the Tribe to obtain such services from the Tribe's internal operating departments on such terms as shall be agreed between the Directors on behalf of the Company and the Tribal Council on behalf of the Tribe" (AR 124).

15. The Secretary of the Tribal Council of the Tribe issued a Certificate of Incorporation to American Web Loan, Inc. on February 10, 2010 (AR 98).
16. The Tribal Council approved a resolution registering "Clear Creek Lending" as a fictitious name of American Web Loan, Inc. on September 4, 2013 (AR 102).
17. Section 150 of the Tribe's Criminal Offenses makes it unlawful for "any individual to intentionally provide financing or make loans without the expressed written consent from the Otoe-Missouria Tribal Council at a rate of interest higher than the following: (1) If the amount to which the interest applies is less than one hundred dollars ($100.00), or the period of the loan or financing is less than one (1) year, or both, the rate of interest shall not exceed twenty-four percent (24%) per annum simple interest rate. (2) If the amount to which the interest applies is greater than one hundred dollars ($100.00), or the period of the loan or financing is greater than one (1) year, or both, the rate of interest shall not exceed eighteen percent (18%) per annum simple interest rate" (*See* www.omtribe.org/assets/files/OTOE_CRIMINAL_OFFENSES_Revised_2012.pdf).
18. Section 150 of the Tribe's Criminal Offenses further provides that "criminal usury shall be punishable by a fine not exceeding two hundred fifty dollars ($250.00), or by imprisonment in the Tribal jail for a term not exceeding three (3) months, or both," and that the "victim shall be entitled to restitution for double the actual amount of interest which was actually paid and cancellation of all interest owing for the term of the financing" (*Id.*).
19. Shotton was featured prominently in the film *An Unlikely Solution*, released in June, 2015 (*An Unlikely Solution* [Motion Picture]. United States: Earthstream Media, n.d. Web. Retrieved from: www.anunlikelysolution.com).
    a. Discussing the benefits of online lending companies, Shotton stated:

i. "We provide a forum in which people can electronically come into our reservation via the internet. It is the electronic equivalent of walking into our reservation and taking out a loan at a tribal bank or a financial institution" (*Id.*, at 8:28).

ii. "We really see the internet as a great equalizer for small tribes in rural communities. . . " (*Id.*, at 9:25).

iii. "Well, I feel very strongly that people like myself, my tribal council, or the tribal council that I work with are very educated, we look very hard into what we are going to do, we assess the environment and we do what we feel is right for our community and for our people" (*Id.*, at 30:21).

b. The credits give "a very special thanks to" Shotton (*Id.*, at 45:27).

c. Shotton is seen on the member panel at the Native American Financial Services Association (NAFSA) meeting featured in the film (*Id.*, at 29:21 and 42:10).

20. The Tribe, Shotton, and American Web Loan have been identified in at least one reputable business news report suggesting that the Tribe established the Respondent entities after they were approached by non-tribal interests seeking the opportunity to evade state law. The article offers unrebutted persuasive evidence that the Tribe is not the predominant economic beneficiary of the Respondent entities and that the Tribe does not exercise control over the Respondent entities. *See* Faux, Z. (2014, November 24). *Behind 700% Loans, Profits Flow Through Red Rock to Wall Street, Bloomberg Technology.* Retrieved from: www.bloomberg.com/news/articles/2014-11-24/payday-loan-fortune-backed-by-medley-found-behind-indian-casino.

a. "Revenue from American Web Loan flows through the tribe to a firm owned by Mark Curry, according to a presentation his company gave to potential private-equity investors last year. Curry, whose payday-loan websites have been sanctioned by state regulators for the past seven years, is in turn backed by a New York hedge fund, Medley Opportunity Fund II LP.

"Chasing big returns, some Wall Street investors have been willing to overlook the legal uncertainty of a business that regulators say is exploiting a loophole to trap poor borrowers in a cycle of debt. Hedge funds, private-equity firms and Silicon Valley venture capitalists are investing in a new generation of Internet companies that lend money at high rates to working people.

"Curry's presentation, filed in federal court in Illinois by an investment banker suing him over fees, shows that Curry's MacFarlane Group Inc. generates more than $100 million a year in revenue from American Web Loan and another website owned by the Otoe-Missouria. The tribe keeps about 1 percent, according to Charles Moncooyea, who helped strike the deal with Curry in 2010 when he was the tribe's vice chairman.

"'All we wanted was money coming into the tribe,' Moncooyea said in a telephone interview. 'As time went on, I realized that we didn't have any control at all'" (*Id.*).

b. "Curry met the Otoe-Missouria's tribal council in Red Rock about five years ago, Moncooyea said. Few visitors come to the town, 95 miles south

of Wichita, Kansas, where the tribe migrated from Nebraska around 1880 after much of its reservation was sold to make way for railroads.

"'They put on a dog-and-pony show about how good they are, how much money they were bringing in,' said Bat Shunatona, then the tribe's treasurer.

"The 3,100-member tribe needed the money. In Red Rock, population 283, weeds grow through abandoned buildings. Some people live in government-surplus mobile homes that were raffled off by the tribe. A deserted grain-storage tower looms over the only business in town, a combination thrift store and diner run by the Baptist church.

"The tribe's quarterly payments to members, then about $800, were threatened by planned casinos closer to Wichita. The council asked few questions during Curry's presentation and granted a license to American Web Loan in February 2010, according to Moncooyea, who was put in charge of the company.

"'I didn't do much at all, just looked at the checks and passed them on,' said Moncooyea, who added that he'd hoped to learn the business and eventually cut Curry out. 'We were just a pawn'" (*Id.*).

V. DISCUSSION

A. Arms of the Tribe

The first question the Court asked the Commissioner to answer is whether Great Plains and Clear Creek are arms of the Otoe-Missouria Tribe of Indians ("Tribe").[3] The application and scope of tribal sovereign immunity is a matter of federal law. "The United States Supreme Court has never held that corporations affiliated with an Indian tribe have sovereign immunity," but federal cases provide some guidance as to when entities claiming affiliation with a sovereign can invoke the sovereign's immunity from suit." *Sue/Perior Concrete & Paving, Inc. v. Lewiston Golf Course Corp.*, 24 N.Y.3d 538, 548 (N.Y. 2014) ("*Sue/Perior*"). The legislature and the [D]epartment have entrusted the [C]ommissioner with the responsibility to decide whether he has jurisdiction to take enforcement action against . . . entities purporting to be arms of [an Indian] tribe and allegedly violating state banking law. . . [W]hether an entity is an arm of the tribe involves use of a balancing test that essentially requires the [C]ommissioner to make a 'determination of policy or judgment'" (MOD 15-16). The Commissioner concludes, as a matter of policy and judgment, that neither Great Plains nor Clear Creek are arms of the Tribe. [4]

Burden of Proof

The "burden of proof for an entity asserting immunity as an arm of a sovereign tribe is on the entity to establish that it is, in fact, an arm of the tribe." *Gristede's Foods, Inc. v. Unkechuage*

[3] In the film *An Unlikely Solution*, Shotton relies upon a tribal sovereignty theory to support the lawfulness of online lending companies like Great Plains and American Web Loan by contending that borrowers notionally travel via the internet to the reservation, where tribal laws govern. *See* Proposed Finding of Fact 19. Shotton does not rely upon arm of the tribe status and immunity from suit. With an opportunity to litigate its tribal sovereignty theory in federal court, the Tribe chose to withdraw instead. *Otoe-Missouria Tribe of Indians v. New York State Dep't of Financial Services*, 974 F. Supp. 2d 353, 359-61 (S.D.N.Y. 2013), aff'd, 769 F.3d 105 (2d Cir. 2014).

[4] The Department maintains that even if Great Plains and Clear Creek were arms of the Tribe, sovereign immunity, and more particularly immunity from suit, would not protect Respondents from the Department's administrative action. *See* Commissioner's Ruling on Motion to Dismiss (AR 150, *et seq.*).

Nation, 660 F. Supp. 2d 442, 466 (E.D.N.Y. 2009).[5] Accordingly, Respondents bear the burden of proving that Great Plains and Clear Creek are arms of the Tribe.

As a preliminary matter, Respondent Clear Creek failed, by any reasonable measure, to satisfy their burden of proof and to provide any meaningful or reliable evidence that Clear Creek is an arm of the Tribe, despite being offered the opportunity for a hearing. Specifically, Clear Creek did not provide the Tribe's Corporation Act or Clear Creek's Operating Agreement, evidence that is essential to the Commissioner's analysis of arm of the tribe status. Because Clear Creek did not provide any evidence that Clear Creek is an arm of the Tribe, the Commissioner concludes that Clear Creek is not an arm of the Tribe.

Arms of the Tribe

"Among the core aspects of sovereignty that tribes possess . . . is the 'common-law immunity from suit traditionally enjoyed by sovereign powers." *Michigan v. Bay Mills Indian Community,* 134 S. Ct. 2024, 2030 (2014) (quoting *Santa Clara Pueblo v. Martinez,* 436 U.S. 49, 58, 98 (1978) ("*Bay Mills*"). Immunity from suit, as a "necessary corollary" to sovereignty[6], "directly protects the sovereign Tribe's treasury, which is one of the historic purposes of sovereign immunity in general." *Allen v. Gold Country Casino*, 464 F. 3d 1044, 1047 (9th Cir. 2006). Tribal businesses, however, "'have no inherent immunity of their own,' and enjoy immunity only

[5]If the mere assertion of immunity sufficed, it would be possible for any company to claim a tribal connection, regardless of the facts and how remote or legally irrelevant that connection is, to enjoy the protections of sovereign immunity and violate state law unless the Department expends investigatory resources or has access to the facts to show otherwise. For example, CashCall, Inc. ("CashCall"), a California company that was engaging in consumer lending in Connecticut, claimed tribal sovereign immunity from the Department's action. However, materials submitted to support its claim showed that a limited liability company owned by a member of a tribe assigned loans to CashCall. Had the Department been unable to track the relationship between the companies and the individual tribal member or been unaware of actions in other states that ruled against CashCall's similar claims of immunity, and if CashCall did not have the burden to prove its entitlement to immunity, the Department would have had to accept CashCall's unsupported claim, leaving Connecticut residents harmed by the company's improper lending without reasonable recourse. *See* Connecticut Department of Banking case: *In the Matter of CashCall, Inc. (NMLS Number 38512)*, February 4, 2014.

[6] *Bay Mills*, 134 S. Ct. at 2030 (quoting *Three Affiliated Tribes of Fort Berthold Reservation v. World Engineering, P.C.*, 476 U.S. 877, 890 (1986)).

to the extent the tribe's immunity is extended to them." *Seaport Loan Products, LLC v. Lower Brule Community Development Enterprise LLC*, 981 N.Y.S.2d 638 (Sup. Ct. 2013) (quoting *Am. Prop. Mgmt. Corp. v. Superior Court*, 206 Cal. App. 4th 491, 500 (Cal. Ct. App. 2012). "Official tribal enterprises that act as [an] . . . arm of the tribe are immune from suit as an extension of the tribe's sovereign immunity." *Gristede's Foods*, 660 F. Supp. 2d at 477.

In the absence of United States Supreme Court guidance as to the factors an entity must establish to be entitled to arm of the tribe status, courts have reached a variety of conclusions.[7] After carefully analyzing the relevant decisions and the policy implications of each approach, the Department concludes that the New York Court of Appeals' decision in *Sue/Perior* provides the appropriate framework for determining whether an entity claiming tribal status is an arm of the tribe shielded by tribal sovereign immunity.[8] That court applied a nine-factor test, reasoning that:

> Although no set formula is dispositive, in determining whether a particular tribal organization is an 'arm' of the tribe entitled to share the tribe's immunity from suit, courts generally consider such factors as whether: [1] the entity is organized under the tribe's laws or constitution rather than Federal law; [2] the organization's purposes are similar to or serve those of the tribal government; [3] the organization's governing body is comprised mainly of tribal officials; [4] the tribe has legal title or ownership of property used by the organization; [5] tribal officials exercise control over the administration or accounting activities of the organization; and [6] the tribe's governing body has power to dismiss members of the organization's governing body. More importantly, courts will consider whether [7] the corporate entity generates its own revenue, whether [8] a suit against the corporation will impact the tribe's fiscal resources, and whether [9] the

---

[7] Respondents cited three cases in their brief to the Court: *Allen*; *Cook v. AVI Casino Enters., Inc.*, 548 F.3d 718 (9th Cir. 2008); and *Breakthrough Mgmt. Grp., Inc. v. Chukchansi Gold Casino & Resort*, 629 F .3d 1173, 1187 (10th Cir. 2010). Plaintiffs' Brief 19 (August 10, 2015). However, these cases pre-date *Bay Mills* and emphasize factors that assess a tribe's subjective intent in bestowing arm of the tribe status on an entity, rather than financial factors that assess whether a judgment against the entity would actually impact the tribe. The financial factors, discussed below, better address *Bay Mills*' clear concern for the abuse of tribal sovereign immunity and the preservation of a state's ability to prevent violations of its laws outside of tribal lands.

[8] In *Bay Mills*, a sharply divided U.S. Supreme Court determined, 5-4, that a *tribe* defendant could assert tribal sovereign immunity. In reaching its decision as to the *tribe* defendant, the majority noted that the state had "many alternative remedies," *Bay Mills*, 134 S. Ct. at 2036 n.8—including actions against the "tribal officers, responsible for unlawful conduct," *Id.* at 2035—and noted that the Court "need not consider whether the situation would be different if no alternative remedies were available." *Id.* at 2036 n.8. Such a situation could "present a 'special justification' for abandoning" tribal sovereign immunity – even as to the *tribe* defendant. *Id.*

subentity has the power to bind or obligate the funds of the tribe. The vulnerability of the tribe's coffers in defending a suit against the subentity indicates that the real party in interest is the tribe.

Sue/Perior, 24 N.Y.3d at 546-47 (quotation marks omitted).

Whether a tribal business is an arm of the tribe entitled to the protections of immunity from suit depends significantly upon the financial relationship between the business and the tribe. Although courts look at a variety of factors when analyzing an arm of the tribe question, "protection of a tribal treasury against liability in a corporate charter is strong evidence against the retention of sovereign immunity by the corporation." *Id.* at 551(emphasis added). Accordingly, if a judgment against the business would reach the tribe's assets, if a business has the power to bind or obligate the funds of the tribe, or if the tribe is legally responsible for the business' obligations, this factor weighs heavily in favor of arm of the tribe status.[9] On the other hand, the passing of revenue from the tribal business to the tribe is not a relevant factor in evaluating the financial relationship between the business and the tribe. For instance, in *Sue/Perior,* the tribal business argued that a lawsuit against it "would have an economic impact on the [tribe] because revenues that would otherwise be distributed to the [tribe] will not be available." *Id.* At 550. The Court reasoned that whether the tribe's "revenues will become part of the [tribe's] resources . . . is beside the point. The test, with respect to the financial relationship factors . . ., is not the indirect effects of any liability on the tribe's income, but rather whether the immediate obligations are assumed by the tribe." *Id.*

[9] "If a judgment against a corporation created by an Indian tribe will not reach the tribe's assets, because the corporation lacks 'the power to bind or obligate the funds of the tribe' (*Ransom*, 86 N.Y.2d at 559 . . .), then the corporation is not an 'arm' of the tribe. However, if a tribe is legally responsible for a corporation's obligations, the tribe is 'the real party in interest' (*id.* at 560. . .)." *Sue/Perior*, 24 N.Y.3d at 550 (parallel cites and parenthetical omitted).

In the present case, both the LLC Act and Great Plains' Operating Agreement clearly protect the Tribe and its treasury from liability. The LLC Act provides that (1) the Tribe has no liability for a limited liability company; (2) a limited liability company can opt to be sued, but cannot bind the Tribe; (3) the Tribe is not liable for the payment or performance of any LLC obligations; (4) there is no recourse against the Tribe; and (5) the company (not the Tribe) owns the property (AR 66, 80, 88). In addition, the Operating Agreement specifies that the Tribe has no liability to Great Plains' creditors (AR 122). In other words, a judgment against Great Plains would not reach the Tribe, Great Plains does not have the power to bind or obligate the funds of the Tribe, and the Tribe is not legally responsible for Great Plains' obligations. The Operating Agreement and the LLC Act respectively provide that profits and cash flow will be distributed to the Tribe and that the Tribe owns LLC interests (AR 88, 122). However, as *Sue/Perior* noted, that revenues pass to the Tribe is not evidence of whether the immediate obligations of Great Plains are assumed by the Tribe. Therefore, the Commissioner finds the financial relationship between Great Plains and the Tribe sufficiently independent such that Great Plains should not be afforded the protections of tribal immunity from suit. Accordingly, the Commissioner finds that the financial relationship between Great Plains and the Tribe weighs heavily against arm of the tribe status for Great Plains.

Although courts will also consider the organization, purpose and governance of the tribal business when analyzing an arm of the tribe question, these factors are not dispositive if there is no financial connection between the business and the tribe. *Sue/Perior*, quoting *Ransom*, emphasizes that the financial factors are more important because the "vulnerability of the tribe's coffers in defending a suit against the subentity indicates that the real party in interest is the tribe." *Sue/Perior* , 24 N.Y.3d. at 547 (quoting *Matter of Ransom v. St. Regis Mohawk Educ. &*

Community Fund, 86 N.Y.2d 553, 559, 560). Moreover, in the limited discussion in *Allen*, a case relied on by Respondents[10], the Court expressly noted that "[i]mmunity of the [tribal business] directly protects the sovereign tribe's treasury, which is one of the historic purposes of sovereign immunity in general." *Allen*, 464 F.3d at 1047. Even if these factors are afforded weight, Great Plains has not provided enough evidence to support a finding under these factors that it should be considered an arm of the Tribe.

Creation of a business under tribal law for purposes similar to or serving those of the tribal government weighs in favor of arm of the tribe status but "a tribe has no legitimate interest in selling an opportunity to evade state law." *Sue/Perior*, 24 N.Y.3d at 546, 547; *Otoe-Missouria Tribe of Indians v. New York State Dep't of Financial Services*, 769 F.3d 105, 114 (2d Cir. 2014). Here, Great Plains was created under tribal law with the stated desire to further the economic goals and initiatives of the Tribe and also expressly formed for the purpose of carrying on a for-profit business and to accomplish any lawful purpose that appears conducive or expedient for the protection of the company and its assets (AR 94-95, 119-120). However, a credible press report suggests that non-tribal interests are using the Tribe to avoid state law[11] (*See* Proposed Finding of Fact 20).

Furthermore, Great Plains' actual business involves making loans to individuals at rates that exceed the Tribe's own criminal usury cap (AR 4). The Tribe's Criminal Code sets a maximum interest rate of 24% and provides for certain punishments and restitution to victims for violations of the law (*See* Proposed Findings of Fact 17-18). Because the predominant purpose of Great

[10] *See* Plaintiffs' Brief 16, 19 (August 10, 2015).

[11] The United States Supreme Court has noted that tribal sovereign immunity is being abused to protect "payday lenders (companies that lend consumers short-term advances on paychecks at interest rates that can reach upwards of 1,000 percent per annum) [that] often arrange to share fees or profits with tribes so they can use tribal immunity as a shield for conduct of questionable legality." *Bay Mills*, 134 S. Ct. 2024 at 2052 (Thomas, J., dissenting, joined by Scalia, Ginsburg and Alito, Js. (citing Martin & Schwartz, The Alliance Between Payday Lenders and Tribes: Are Both Tribal Sovereignty and Consumer Protection at Risk?, 69 Wash. & Lee L. Rev. 751, 758-59, 777 (2012).

Plains is not clear and the company does not appear to be operating in accordance with Tribal law, the Commissioner is hard-pressed to find that the organization and purpose of the business predominantly serves the tribal government. As Respondents bear the burden of proof, the Commissioner finds that this factor further weighs against arm of the tribe status for Great Plains.[12]

Significant control over the governance of the business by a tribe weighs in favor of arm of the tribe status. Significant control would be evidenced by the composition of the business' board of directors, whether the tribe has control over the administration or accounting activities of the business, and the level of separation, if any, between the business and the tribe. *Sue/Perior*, 24 N.Y.3d at 547. Here, Great Plains is controlled by a five-member board of directors, but Respondents did not provide any evidence showing whether any of the directors are tribal officials[13] (AR 122). Without any such evidence, it is impossible to determine whether the Tribal Council's power to appoint or remove directors should be afforded any weight (AR 122). In fact, a credible press report quotes Tribal officials disavowing substantive control over the Respondent entities (*See* Proposed Finding of Fact 20). In addition, the documentation provided by Respondents shows that the Tribe does not have control over the administration or accounting activities of the business, as § 7.5 of Great Plains' Operating Agreement explicitly states that Great Plains must contract for accounting, legal and other services (AR 124). The

[12] Because Respondents bear the burden of proof in demonstrating entitlement to tribal sovereign immunity, the Commissioner's finding that this factor weighs against arm of the tribe status for Great Plains does not depend upon Proposed Findings of Fact 17-18.

[13] The Resolution creating Great Plains states that the "Board of Directors of Great Plains . . . shall consist of five (5) members including the President of the Development Authority and the Tribal Vice-Chairman" (AR 94). It appears that the tribal vice-chairman is Ted Grant (AR 47). However, the Operating Agreement is not as specific and it is not clear which document (Resolution or Operating Agreement) controls, leaving the Commissioner unable to find as a matter of fact that any tribal officials are also directors of Great Plains. Moreover, even if it was shown that all directors were also tribal officers, it would still not prove that the Tribe exercised a significant level of control over the business.

Tribe may provide personnel to assist in the performance of these services by way of a contract between Great Plains and the Tribe, but the Tribe does not and cannot independently control these functions. The LLC Act does require the management of an LLC wholly owned by the Tribe to submit financial statements, business reports and budget information to the Chairman of the Tribal Council, but the Act does not provide the Tribe with any corresponding power to control the company's actions (AR 91). Finally, the Operating Agreement very strongly affirms that Great Plains is a separate entity from the Tribe. § 4.3 states, "It is intended that the Company will operate separately from the Tribe. . ." (AR 122). § 7.5 also refers to Great Plains as "an entity separate from the Tribe" (AR 124). Together with the sections showing a financial separation between Great Plains and the Tribe discussed above, it is clear that there is a very distinct separation between the two. Accordingly, the Commissioner finds that the Tribe's lack of significant control over the governance of Great Plains weighs against arm of the tribe status.[14]

B. Individual Immunity

The final questions the Court asked the Commissioner to answer are whether Shotton has tribal sovereign immunity from (1) financial penalties that the Commissioner seeks to impose and (2) the Commissioner's request for prospective injunctive relief against future violations of the state's usury and banking laws. Shotton is Chairman of the Tribe (AR 49). He is also Secretary/Treasurer of Great Plains and responsible for their oversight (AR 4, 49). The Commissioner determines, as a matter of policy and judgment, that Shotton does not have tribal sovereign immunity from either the penalties or injunctive relief.

Generally, "tribal immunity extends to individual tribal officials and employees acting within the scope of their authority." *Lewis v. Clarke*, 320 Conn. 706, * 5 (2016) (citing *Kizis v. Morse*

[14] Because Respondents bear the burden of proof in demonstrating entitlement to tribal sovereign immunity, the Commissioner's finding that this factor weighs against arm of the tribe status for Great Plains does not depend upon Proposed Finding of Fact 19.

Diesel International, Inc., 260 Conn. 46, 54 (2002)). Respondents acknowledge that "all of the Department's factual allegations against Chairman Shotton pertain to his role as Secretary/Treasurer of the Plaintiff entities" (*See* Plaintiffs' Brief, 23 (August 10, 2015)). As discussed above, Great Plains and Clear Creek are not arms of the tribe. Accordingly, tribal sovereign immunity does not shield Shotton from the claims against him and the analysis need go no further. *See*, e.g., *Gristede's Foods*, 660 F. Supp. 2d at 478 (holding that tribal Chief was not immune from suit "to the extent that he [wa]s sued for acts in his capacity as the owner of" entity held not to be an arm of the tribe).

Even if Great Plains and Clear Creek were arms of the tribe, tribal sovereign immunity would not extend to Shotton to bar either the financial penalties or the injunctive relief. The United States Supreme Court has "never held that individual agents or officers of a tribe are not liable for damages in actions brought by the State." *Oklahoma Tax Com'n v. Citizen Bank Potawatomi Indian Tribe of Oklahoma*, 498 U.S. 505, 514 (1991). Rather, the Court has analogized to the principles applicable to suits against state officials and employees in federal court. *Bay Mills*, 134 S. Ct. at 2035. The Connecticut Supreme Court recently found that "[i]n addressing the claims against the employees in their individual capacities . . . [i]n the tribal immunity context, a claim for damages against a tribal official lies outside the scope of tribal immunity only where the complaint pleads—and it is shown—that a tribal official acted beyond the scope of his authority to act on behalf of the [t]ribe." *Lewis*, 320 Conn. 706 at * 6 (quoting *Bassett v. Mashan-tucket Pequot Museum & Research Center, Inc.*, 221 F.Supp.2d 271, 280 (D.Conn. 2002)) (emphasis removed). "Actions involving claims of more than negligence are often deemed to be outside the scope of employment and, therefore, not subject to sovereign immunity." *Id.* At * 7.

Here, the applicable statutes allow for the imposition of civil penalties on "any person" who "has violated any provision of the general statutes within the jurisdiction of the commissioner."[15] *See* Subdivisions (1) and (2) of Subsection (a) of Section 36a-50 of the Connecticut General Statutes. Shotton did not contest the Department's allegations concerning his direct involvement in conduct that violated Connecticut law. Consequently, his involvement was properly deemed to be a fact at the administrative stage that has since been corroborated by additional substantial evidence. His involvement with and support of tribally owned online lending companies is no accident, as is corroborated by his statements in *An Unlikely Solution*, a film that essentially advertises the short-term installment loan products offered by Great Plains and American Web Loan (*See* Proposed Finding of Fact 19). While Shotton is a tribal official, the record does not reflect that the Department's action was based to any degree on actions that Shotton took in his capacity as Chairman of the Tribe. On the contrary, the record reflects that the Department alleged Shotton serves as Secretary/Treasurer of Great Plains and found that he violated Connecticut law by virtue of his culpable participation in Great Plains' clear and flagrant violations of the state's usury and banking laws (AR 4, 7-8). As discussed in greater detail above, the record also shows that Great Plains is an entity separate and distinct from the Tribe, and was violating tribal law. Shotton was not acting within the scope of his authority as Chairman of the Tribe because he was not acting in his official capacity at all. Accordingly, the Commissioner does not find that tribal sovereign immunity extends to Shotton for either the financial penalties

[15] The Department has named individuals in similar actions. *See* Connecticut Department of Banking cases: *In the Matter of Another Level Capital Venture, Inc (d/b/a Quick Legal Solutions), Michael Taylor, and Quick Mortgage Solutions Division of: Quick Legal Solutions*, October 10, 2015; *In the Matter of Home Loan Division, Serrano Financial LLC d/b/a Default Servicing, and Kelvin Pickering*, March 2, 2015; *In the Matter of UMC, Inc. d/b/a United Mortgage Consulting and Brandon P. Chodosh*, December 8, 2014; and *In the Matter of Western Sky Financial, L.L.C. and Martin A. Webb*, September 23, 2013.

or injunctive relief.[16]

Even if Great Plains and Clear Creek were arms of the tribe *and* Shotton's actions were within the scope of his employment, the Commissioner finds that tribal sovereign immunity should not extend to Shotton for injunctive relief. The Commissioner ordered all three Respondents to cease and desist their violations of Connecticut law and to provide information, in addition to imposing civil penalties and restitution (AR 11-13, 164-65). The cease and desist order and subpoena to provide information were equivalent to injunctive relief and "[t]ribal immunity does <u>not</u> bar . . . a suit for injunctive relief against *individuals*, <u>including tribal officers</u>, responsible for unlawful conduct" under state law. *Bay Mills*, 134 S. Ct. at 2035 (first and third emphases added; second in *Bay Mills*); *see also Alabama v. PCI Gaming Auth.*, 2015 WL 5157426, at *7 (11th Cir. Sept. 3, 2015) (noting based on *Bay Mills* that "tribal officials may be subject to suit in federal court for violations of state law under the fiction of *Ex parte Young* when their conduct occurs outside of Indian lands"); *Chayoon v. Chao*, 355 F.3d 141, 143 (2d Cir. 2004) (holding that tribal sovereign immunity barred suits against tribal officials for money damages, but indicating that prospective relief would be available). Accordingly, the Commissioner concludes that Shotton does not have tribal sovereign immunity from the Commissioner's request for prospective injunctive relief against future violations of the state's usury and banking laws. Shotton must provide information and stop violating Connecticut law regardless of any arm of the tribe determination.

VI. PROPOSED CONCLUSIONS OF LAW

1. Neither Clear Creek nor Great Plains are arms of the Tribe. By any measure, Clear Creek failed to meet its burden to prove that it is an arm of the Tribe. Great Plains failed to meet

[16] The Commissioner's finding in this regard does not depend upon Proposed Finding of Fact 19.

its burden to demonstrate that its relationship with the Tribe is meaningful enough to be considered an arm of the tribe and to warrant extension of the Tribe's sovereign immunity, in light of substantial evidence weighing against an arm of the tribe status.

2. Shotton does not have immunity from the financial penalties the Commissioner has imposed. Respondents failed to show that the Department's allegations against Shotton were based on his actions as Chairman of the Tribe rather than as Secretary/Treasurer of Great Plains.
3. Shotton does not have immunity from the Commissioner's order for prospective injunctive relief against future violations of the state's usury and banking laws. Respondents failed to show that the Department's allegations against Shotton were based on his actions as Chairman of the Tribe rather than as Secretary/Treasurer of Great Plains.

VII. NOTICE OF RIGHT TO HEARING

Notice is hereby given to Respondents that the Commissioner intends to issue Findings of Fact and Conclusions of Law, subject to Respondents' right to a hearing on the allegations set forth above.

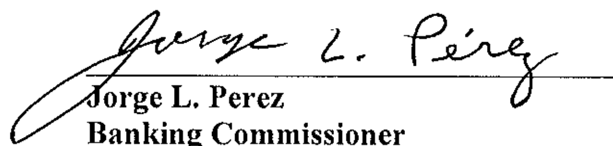
A hearing will be granted to Respondents if a written request for a hearing is received by the Department of Banking, Consumer Credit Division, 260 Constitution Plaza, Hartford, Connecticut 06103-1800 within fourteen (14) days following Respondents' receipt of this Proposed Findings of Fact, Proposed Conclusions of Law and Notice of Right to Hearing ("Notice"). This Notice shall be deemed received on the earlier of the date of actual receipt, or seven days after mailing or sending. To request a hearing, complete and return the enclosed Appearance and Request for Hearing Form to the above address. If Respondents will not be

represented by an attorney at the hearing, please complete the Appearance and Request for Hearing Form as "pro se". Once a written request for a hearing is received, the Commissioner will issue a notification of hearing and designation of hearing officer that acknowledges receipt of a request for a hearing, designates a hearing officer and sets the date of the hearing in accordance with Section 4-177 of the Connecticut General Statutes and Section 36a-1-21 of the Regulations of Connecticut State Agencies. If a hearing is requested, it will be held at the Department of Banking, 260 Constitution Plaza in Hartford, Connecticut.

Unless Respondents fail to appear at the requested hearing, the hearing will be held in accordance with the provisions of Chapter 54 of the Connecticut General Statutes. At such hearing, Respondents will have the right to appear and present evidence, rebuttal evidence and argument on all issues of fact and law to be considered by the Commissioner.

If Respondents do not request a hearing within the time period prescribed or fail to appear at any such hearing, pursuant to Section 36a-1-31(a) of the Regulations of Connecticut State Agencies, the allegations herein will be deemed admitted and the Commissioner will issue a final Findings of Fact and Conclusions of Law.

Dated at Hartford, Connecticut,
this 6th day of May, 2016.



Jorge L. Perez
Banking Commissioner

CERTIFICATION

I hereby certify that on this 9th day of May, 2016, the foregoing Proposed Findings of Fact, Proposed Conclusions of Law and Notice of Right to Hearing was sent by certified mail, return receipt requested, to Respondents' attorneys:

Anthony Jannotta, Esq. Rosette LLP 1301 K. Street, NW Suite 600, East Tower Washington, DC 20005	Certified Mail No. 7014 2120 0003 8270 5493
Saba Bazzazieh, Esq. Rosette LLP 1100 H. Street NW, Suite 400 Washington, DC 20005	Certified Mail No. 7014 2120 0003 8270 5509
Robert A. Rosette, Esq. Rosette LLP 565 W. Chandler Blvd. Suite 212 Chandler, AZ 85225	Certified Mail No. 7014 2120 0003 8270 5516
Jeffrey White, Esq. Robinson & Cole LLP 280 Trumbull Street Hartford, CT 06103	Certified Mail No. 7014 2120 0003 8270 5523

Laura M. DiMeola
Paralegal Specialist

STATE OF CONNECTICUT
DEPARTMENT OF BANKING
260 CONSTITUTION PLAZA • HARTFORD, CT 06103-1800

Jorge L. Perez
Commissioner

IN THE MATTER OF:	PROPOSED FINDINGS OF FACT,
GREAT PLAINS LENDING, LLC ("Great Plains")	**PROPOSED CONCLUSIONS OF LAW**
JOHN R. SHOTTON ("Shotton")	**AND**
CLEAR CREEK LENDING ("Clear Creek") (collectively "Respondents")	**NOTICE OF RIGHT TO HEARING**

APPEARANCE AND REQUEST FOR HEARING

Please enter the appearance of:

____
(Attorney/Pro Se Respondent)

____
(Mailing Address)

E-mail Address: ______________________________

Telephone Number: __________________ Facsimile Number: __________________

The above-named individual is qualified as provided in Section 36a-1-32 of the Regulations of Connecticut State Agencies and authorized to represent and accept service in the above-entitled case for:
( ) The Respondent ( ) All Respondents ( ) The following Respondent(s) only

____

Signed: __________________________ Date: ______________________
(Attorney/Pro Se Respondent)

By returning this form, you can expect to receive a telephone call with the hearing officer and the prosecuting attorney approximately two weeks prior to the scheduled hearing date to discuss issues related to the number of anticipated witnesses, possibility of settlement and anticipated length of the hearing, and other related issues.

TEL: (860) 240-8299
FAX: (860) 240-8178
An Affirmative Action/Equal Opportunity Employer
website: http://www.ct.gov/dob

INSTRUCTIONS

You, Great Plains Lending, LLC, are a Respondent in the enclosed Proposed Findings of Fact, Proposed Conclusions of Law and Notice of Right to Hearing ("Notice"). You have been afforded an opportunity for hearing after reasonable notice. Please read the following instructions carefully.

1. Proposed Findings of Fact and Proposed Conclusions of Law – If you wish to request a hearing on the Proposed Findings of Fact and Proposed Conclusions of Law, you or your attorney ***must*** complete and return the enclosed Appearance and Request for Hearing Form. You have the right to be represented by an attorney at such hearing. In order to preserve your right to a hearing, the Department of Banking must receive the Appearance and Request for Hearing Form no later than fourteen (14) days after the date you received the Notice. (The Notice is deemed received on the date you received it or seven days after mailing or sending, whichever date is earlier.) The Appearance and Request for Hearing Form should be mailed to the Department of Banking, Consumer Credit Division, 260 Constitution Plaza, Hartford, Connecticut 06103-1800. If you request a hearing within the time specified, the hearing will be held at the Department of Banking, 260 Constitution Plaza, Hartford, Connecticut. The prosecuting attorney assigned to this case is Attorney Stacey Serrano; her telephone number is (860) 240-8202. *If you fail to return the Appearance and Request for Hearing Form requesting a hearing, the Commissioner will issue a final Findings of Fact and Conclusions of Law.*

2. You have the right to resolve or settle this case. Please contact the prosecuting attorney to make arrangements.

3. If you have any additional questions or issues related to this case, or to the date, time or place of the hearing, please contact the prosecuting attorney.

STATE OF CONNECTICUT
DEPARTMENT OF BANKING
260 CONSTITUTION PLAZA • HARTFORD, CT 06103-1800

Jorge L. Perez
Commissioner

IN THE MATTER OF: **GREAT PLAINS LENDING, LLC** **("Great Plains")** **JOHN R. SHOTTON** **("Shotton")** **CLEAR CREEK LENDING** **("Clear Creek")** **(collectively "Respondents")**	**PROPOSED FINDINGS OF FACT,** **PROPOSED CONCLUSIONS OF LAW** **AND** **NOTICE OF RIGHT TO HEARING**

APPEARANCE AND REQUEST FOR HEARING

Please enter the appearance of:

____
(Attorney/Pro Se Respondent)

____
(Mailing Address)

E-mail Address: ______________________________

Telephone Number: ____________________ Facsimile Number: ____________________

The above-named individual is qualified as provided in Section 36a-1-32 of the Regulations of Connecticut State Agencies and authorized to represent and accept service in the above-entitled case for:
( ) The Respondent ( ) All Respondents ( ) The following Respondent(s) only

____

Signed: ____________________________ Date: ____________________
(Attorney/Pro Se Respondent)

By returning this form, you can expect to receive a telephone call with the hearing officer and the prosecuting attorney approximately two weeks prior to the scheduled hearing date to discuss issues related to the number of anticipated witnesses, possibility of settlement and anticipated length of the hearing, and other related issues.

INSTRUCTIONS

You, Clear Creek Lending, are a Respondent in the enclosed Proposed Findings of Fact, Proposed Conclusions of Law and Notice of Right to Hearing ("Notice"). You have been afforded an opportunity for hearing after reasonable notice. Please read the following instructions carefully.

1. Proposed Findings of Fact and Proposed Conclusions of Law – If you wish to request a hearing on the Proposed Findings of Fact and Proposed Conclusions of Law, you or your attorney ***must*** complete and return the enclosed Appearance and Request for Hearing Form. You have the right to be represented by an attorney at such hearing. In order to preserve your right to a hearing, the Department of Banking must receive the Appearance and Request for Hearing Form no later than fourteen (14) days after the date you received the Notice. (The Notice is deemed received on the date you received it or seven days after mailing or sending, whichever date is earlier.) The Appearance and Request for Hearing Form should be mailed to the Department of Banking, Consumer Credit Division, 260 Constitution Plaza, Hartford, Connecticut 06103-1800. If you request a hearing within the time specified, the hearing will be held at the Department of Banking, 260 Constitution Plaza, Hartford, Connecticut. The prosecuting attorney assigned to this case is Attorney Stacey Serrano; her telephone number is (860) 240-8202. *If you fail to return the Appearance and Request for Hearing Form requesting a hearing, the Commissioner will issue a final Findings of Fact and Conclusions of Law.*

2. You have the right to resolve or settle this case. Please contact the prosecuting attorney to make arrangements.

3. If you have any additional questions or issues related to this case, or to the date, time or place of the hearing, please contact the prosecuting attorney.

STATE OF CONNECTICUT
DEPARTMENT OF BANKING
260 CONSTITUTION PLAZA • HARTFORD, CT 06103-1800

Jorge L. Perez
Commissioner

IN THE MATTER OF:	PROPOSED FINDINGS OF FACT, PROPOSED CONCLUSIONS OF LAW AND NOTICE OF RIGHT TO HEARING
GREAT PLAINS LENDING, LLC ("Great Plains")	
JOHN R. SHOTTON ("Shotton")	
CLEAR CREEK LENDING ("Clear Creek") (collectively "Respondents")	

APPEARANCE AND REQUEST FOR HEARING

Please enter the appearance of:

____
(Attorney/Pro Se Respondent)

____
(Mailing Address)

E-mail Address: ______________________________

Telephone Number: ____________________ Facsimile Number: ____________________

The above-named individual is qualified as provided in Section 36a-1-32 of the Regulations of Connecticut State Agencies and authorized to represent and accept service in the above-entitled case for:
( ) The Respondent ( ) All Respondents ( ) The following Respondent(s) only

____

Signed: ______________________________ Date: ______________________
(Attorney/Pro Se Respondent)

By returning this form, you can expect to receive a telephone call with the hearing officer and the prosecuting attorney approximately two weeks prior to the scheduled hearing date to discuss issues related to the number of anticipated witnesses, possibility of settlement and anticipated length of the hearing, and other related issues.

TEL: (860) 240-8299
FAX: (860) 240-8178
An Affirmative Action/Equal Opportunity Employer
website: http://www.ct.gov/dob

INSTRUCTIONS

You, John B. Shotton, are a Respondent in the enclosed Proposed Findings of Fact, Proposed Conclusions of Law and Notice of Right to Hearing ("Notice"). You have been afforded an opportunity for hearing after reasonable notice. Please read the following instructions carefully.

1. Proposed Findings of Fact and Proposed Conclusions of Law – If you wish to request a hearing on the Proposed Findings of Fact and Proposed Conclusions of Law, you or your attorney ***must*** complete and return the enclosed Appearance and Request for Hearing Form. You have the right to be represented by an attorney at such hearing. In order to preserve your right to a hearing, the Department of Banking must receive the Appearance and Request for Hearing Form no later than fourteen (14) days after the date you received the Notice. (The Notice is deemed received on the date you received it or seven days after mailing or sending, whichever date is earlier.) The Appearance and Request for Hearing Form should be mailed to the Department of Banking, Consumer Credit Division, 260 Constitution Plaza, Hartford, Connecticut 06103-1800. If you request a hearing within the time specified, the hearing will be held at the Department of Banking, 260 Constitution Plaza, Hartford, Connecticut. The prosecuting attorney assigned to this case is Attorney Stacey Serrano; her telephone number is (860) 240-8202. *If you fail to return the Appearance and Request for Hearing Form requesting a hearing, the Commissioner will issue a final Findings of Fact and Conclusions of Law.*

2. You have the right to resolve or settle this case. Please contact the prosecuting attorney to make arrangements.

3. If you have any additional questions or issues related to this case, or to the date, time or place of the hearing, please contact the prosecuting attorney.