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.	Case No. 0:26-cv-01840-JMB-JFD **SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT ("Agreement") is made by and between the State of Minnesota, by its Attorney General Keith Ellison ("the Attorney General"), and Ian Stamper-Windy Boy, in his official capacity as Chief Executive Officer of Plain Green, LLC, and James Rader, in his official capacity as Director of Operations of Plain Green, LLC (collectively, "the Tribal Officials" or "Plain Green"), each of which is separately referred to herein as a "Party" and collectively as "the Parties."

RECITALS

A. The Chippewa Cree Tribe of the Rocky Boy's Reservation, Montana (the "Tribe") is a federally recognized sovereign nation located within the United States. Plain Green is a limited liability company that is wholly owned by the Tribe and, as a result, the Tribe's sovereignty extends to Plain Green as an economic arm of the Tribe.

B. Plain Green executes loan agreements online with individuals who reside in various locations, including, at times, in Minnesota.

C. On March 12, 2026, the Attorney General initiated this action against the Tribal Officials in their official capacity seeking to prevent any further lending to residents of Minnesota at rates in excess of those permissible under Minnesota law. In his Complaint, the Attorney General acknowledged that the Tribe is a sovereign nation located within the United States and that the Tribe's sovereignty extends to Plain Green. Specifically, the Attorney General's Complaint seeks a permanent injunction and declaratory relief pursuant to the federal Consumer Financial Protection Act, 12 U.S.C. §§ 5531, 5536, Minnesota's Anti-Usury Law, Minn. Stat. ch. 334, the Minnesota

Regulated Loan Act, Minn. Stat. ch. 56, the Minnesota Short-Term Loan Statute, Minn. Stat. § 47.601, the Minnesota Prevention of Consumer Fraud Act, Minn. Stat. §§ 325F.69-.70, the Minnesota Uniform Deceptive Trade Practices Act, Minn. Stat. §§ 325D.44-45, and the Minnesota False Statement in Advertising Act, Minn. Stat. § 325F.67 (the "Litigation").

D. Subsequently, although Plain Green's position is that Minnesota law does not apply to its loans, Plain Green approved and adopted a resolution that, effective April 8, 2026, implemented changes regarding lending to Minnesota residents, specifically: (i) the annual percentage rate was adjusted to 8% for (a) any loan that Plain Green made to an individual who listed a Minnesota address on his or her loan application and had an outstanding balance as of April 8, 2026 ("Current Borrowers"), and (b) any loan that Plain made after April 8, 2026 to an individual who listed a Minnesota address on his or her loan application ("New Borrowers") (together, the "Minnesota Loans").

E. On May 26, 2026, the Tribal Officials filed a motion to dismiss the Attorney General's Complaint, and briefing related to the motion concluded on June 30, 2026.

F. The Attorney General's position as to the Tribal Officials' lending activities is set forth in the Complaint and briefing described above, which is incorporated by reference.

G. The Tribal Officials' position as to the application of Minnesota law to the lending activities conducted by Plain Green is set forth in the briefing described above, which is incorporated by reference.

H. In the interest of resolving this litigation between two sovereigns, the parties have agreed to this Agreement to achieve settlement and compromise of all claims between the Parties in the Litigation.

TERMS

1. The Tribal Officials, in all cases herein acting in their official capacity on behalf of Plain Green, a wholly owned and operated arm of the Tribe, agree to cease engaging in the business of marketing, advertising, and making loans from Plain Green to consumers that identify themselves as a Minnesota resident during the loan application process and complete the loan transaction while physically located in Minnesota. This paragraph shall not apply if the Tribal Officials agree to comply with Minnesota law as provided in paragraph 2 below. To ensure compliance with this paragraph, the Tribal Officials shall continue to require borrowers to identify their address and state of residency when they complete a loan application.

2. Alternative to paragraph 1, Plain Green may engage in the business of making loans to consumers located in Minnesota if they agree to do so consistent with Minnesota consumer-lending laws concerning such loans, including Minn. Stat. ch. 334, Minn. Stat. ch. 56, and Minn. Stat. §§ 47.60 and 47.601. The Tribal Officials will provide the Attorney General with notice 120 days before recommencing the business of making loans to consumers located in Minnesota under this paragraph.

3. Plain Green shall not charge or collect any interest on the Minnesota Loans after the effective date of this Agreement.

4. Tribal Officials agree that they shall not sell, assign, transfer, or otherwise dispose of any loans subject to paragraph 3 or receivables or other interests related to such loans.

5. This Agreement is binding on the Tribal Officials in their official capacity, all successors in their official capacity, and their officers, agents, servants, employees, attorneys, and all other persons who are in active concert or participation with them who receive actual notice of this Agreement.

6. To confirm compliance with this Agreement, the Tribal Officials agree to respond to the Attorney General's reasonable requests for information regarding Plain Green's lending activities after the effective date of this Agreement. Information or data exchanged pursuant to this paragraph shall be treated confidentially and not public under the Minnesota Government Data Practices Act, see Minn. Stat. § 13.393.

7. This Agreement shall not be considered an admission of a violation or wrongdoing by the Tribal Officials for any purpose. Nothing in this Agreement shall be construed as a waiver of Plain Green's sovereign immunity or consent to the jurisdiction of any court, except for the limited purpose of the enforcement of its terms according to the dispute resolution procedures set forth in Paragraph 11 below. The terms of this Agreement are made entirely for the purpose of a compromise and settlement of a bona fide dispute. Nothing in this Agreement shall be construed to create any rights or interests in third persons or entities. The fact of this settlement may not be used by any Party to prove or establish liability in any other action or proceeding of any kind whatsoever.

8. As consideration of the foregoing agreements by the Tribal Officials, the Attorney General releases the Tribal Officials, and any principals, affiliates, officers, managers, members, and any current or former employees of the Tribe or Plain Green, of any and all civil claims arising from the allegations in the Complaint in the Litigation. The Attorney General does not release any private claims or remedies under Minn. Stat. § 8.31, subd. 3a.

9. This Agreement shall not be deemed approval by the Attorney General of any business practice. The Tribal Officials shall not state or imply that the Attorney General or any other governmental unit of Minnesota has approved or authorized any practice or conduct of the Tribal Officials by reason of this Agreement.

10. Any failure by a party to this Agreement to insist upon strict performance by the other party of any provision shall not be deemed a waiver of any such provision. Any party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any provision.

11. The Parties agree that:

i. The United States District Court for the District of Minnesota shall retain jurisdiction over all disputes regarding this Agreement.

ii. The Parties consent to jurisdiction by this Court to hear any Motion seeking to enforce, modify, or interpret this Agreement.

iii. To the extent that the Attorney General has good cause to believe that the Tribal Officials have not complied with any provision of this Agreement, the Attorney General shall notify the Tribal Officials in writing of the specific objection, identify with particularity the provisions of this Agreement that have allegedly not been complied with, and give the Tribal Officials 30 business days to respond to the notification.

iv. Upon receipt of written notice from the Attorney General, the Tribal Officials shall provide a good-faith written response to the Attorney General containing either a statement explaining why the Tribal Officials believe they are in compliance with the Agreement or a detailed explanation of how the alleged violation occurred and a statement explaining how and when the Tribal Officials intend to remedy the alleged violation. The Attorney General may not take any action during the 30-day response period. Nothing shall prevent the Attorney General from agreeing in writing to provide the Tribal Officials with additional time to respond to the notice.

12. This Agreement represents the full and complete terms of the Parties' agreement to resolve the Litigation.

13. The Parties agree to cooperate and execute any additional documentation as shall reasonably be required to effectuate the provisions or purposes of this Agreement.

14. This Agreement, and any companion documents referenced or provided for herein, constitutes the entire agreement between the Parties pertaining to the settlement of disputes and obligations between them with respect to the subject matter of this Agreement.

15. Each Party to this Agreement will bear its own costs and fees incurred in the negotiation of this Agreement and in fulfilling its obligations hereunder.

16. Notices or communications required by or related to this Agreement must be sent via certified mail or emailed to the undersigned counsel or any person subsequently designated by a party to receive such notices.

17. This Agreement, including any issues related to its interpretation and enforcement, shall be governed by the laws of Minnesota.

18. This Agreement may be executed in counterparts all of which taken together shall constitute one agreement, and may be executed by facsimile or electronic copy in any image format. This Agreement is effective when executed by all Parties to the Agreement and the below Order is executed by the Court.

WHEREFORE, the Parties hereby acknowledge their Agreement and consent to the terms and conditions set forth above through their respective signatures as set forth below.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

For Plaintiff:

KEITH ELLISON
Attorney General
State of Minnesota

JESSICA WHITNEY
Deputy Attorney General

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

Dated: September 17, 2026

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

For Defendants:

Dated: 9/16/2026

Signed by:
Ian Stamper-Windy Boy
IAN STAMPER-WINDY BOY
Chief Executive Officer
Plain Green, LLC

ORDER

IT IS SO APPROVED, and ORDERED that disputes among the Parties regarding this Agreement shall be resolved pursuant to the procedure set forth in Paragraph 11 of this Agreement.

Dated: September 23, 2026

Judge Jeffrey M. Bryan
United States District Court