



**U.S. Department of Justice**

*United States Attorney  
Southern District of New York*

*The Silvio J. Mollo Building  
One Saint Andrew's Plaza  
New York, New York 10007*

February 9, 2016

By Electronic Mail

Guy Petrillo, Esq.  
Petrillo Klein & Boxer LLP  
655 Third Ave., 22<sup>nd</sup> Fl.  
New York, NY 10017  
gpetrillo@pkbllp.com

**Re: Non-Prosecution Agreement With  
AMG Services, Inc. and MNE Services, Inc.**

Dear Mr. Petrillo:

On the understandings specified below, the Office of the United States Attorney for the Southern District of New York ("this Office") will not criminally prosecute AMG Services, Inc. ("AMG") or MNE Services, Inc. ("MNES"; AMG and MNES are collectively referred to herein as the "Entities"), corporations established by the Miami Tribe of Oklahoma, for any offenses (except for criminal tax violations as to which this Office cannot and does not make any agreement), including violations of 18 U.S.C. § 1961 et seq., 18 U.S.C. § 1343, and 18 U.S.C. § 1956, related to the Entities' involvement in the payday lending business with Scott Tucker ("Tucker") and various companies controlled by Tucker, from in or about 2003 to in or about 2013, to the extent the Entities have disclosed such involvement to this Office as of the date of this Agreement.

Moreover, if the Entities fully comply with the understandings specified in this Agreement, no testimony or other information given by the Entities or their representatives (or any other information directly or indirectly derived therefrom) will be used against the Entities in any criminal tax prosecution. This Agreement does not provide any protection against prosecution for any crimes except as set forth above. Pursuant to resolutions of the Boards of Directors of the Entities, duly authorized representatives are authorized to enter this Agreement on behalf of the Entities and bind the Entities to the obligations set forth herein.

The Entities have previously admitted, and hereby the Entities acknowledge, affirm and accept as accurate the Statement of Facts, attached hereto as Exhibit A, which is incorporated by reference herein.

It is understood that each of the Entities shall (a) truthfully and completely disclose all information with respect to the activities of itself and its officers, agents, and employees concerning all matters about which this Office inquires of it, which information can be used for any purpose; (b) cooperate fully with this Office, the Federal Bureau of Investigation ("FBI"),

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the Internal Revenue Service (“IRS”), the United States Attorney’s Office for the District of Kansas (“USAO D-KS”), the Federal Trade Commission (“FTC”), and any other law enforcement agency designated by this Office; (c) attend all meetings at which this Office requests its presence, and use its reasonable best efforts to secure the attendance and truthful statements or testimony of any past or current officers, or employees of the Entities at any meeting or interview or before the grand jury or at trial or at any other court proceeding; (d) provide to this Office upon request, any document, record, or other tangible evidence relating to matters about which this Office or any designated law enforcement agency inquires of it; (e) bring to this Office’s attention all criminal conduct by or criminal investigations of the Entities or any of the Entities’ agents or employees acting within the scope of their employment related to violations of federal laws of the United States, as to which the Entities’ Board of Directors and/or senior management and/or legal counsel are aware; (f) bring to this Office’s attention any administrative or regulatory proceeding, or civil action or investigation in which the Entities have been or are a subject, target, party, or witness; and (g) commit no crimes whatsoever subsequent to the execution of this Agreement. Nothing in this Agreement shall be construed to require the Entities to provide any information, documents, or testimony protected by the attorney-client privilege, work product doctrine, or any other applicable privilege. Any assistance the Entities may provide to federal criminal investigators shall be pursuant to the specific instructions and control of this Office and designated investigators. The Entities’ obligations under this paragraph shall continue until the later of: (1) a period of two years from the date that this Agreement is executed; or (2) the date on which all prosecutions arising out of the conduct described in the opening paragraph of this Agreement are final.

As a result of the conduct described in this Agreement and in the attached Statement of Facts, the Entities agree, pursuant to Title 18, United States Code, Section 981(a)(1), to forfeit to the United States \$48,000,000 (the “Forfeiture Amount”). The Office and the Entities agree that the Forfeiture Amount represents proceeds of the payday lending business described above. The Office further contends that the proceeds represented by the Forfeiture Amount were derived from unlawful conduct relating to the operation of that payday lending business and will file a Civil Forfeiture Complaint against the Forfeiture Amount. The Entities do not contest that the Forfeiture Amount is subject to civil forfeiture to the United States. The Entities further agree specifically to waive service of said Civil Forfeiture Complaint, and agree to entry of a Final Order of Forfeiture against the Forfeiture Amount. The Entities further agree that this Agreement, and the accompanying Statement of Facts, may be attached to and incorporated into a Civil Forfeiture Complaint to be filed against the Civil Forfeiture Amount. The Forfeiture Amount shall be by wire transfer(s) to a seized asset deposit account maintained by the United States Department of the Treasury, such wire transfer(s) to occur no later than February 29, 2016. Upon payment of the Forfeiture Amount, the Entities release any and all claims to these funds and agree to execute any such documents as are necessary to acknowledge the same. The Entities further agree that they shall not file any petitions for remission, restoration, or any other assertion of ownership or request for return relating to the Forfeiture Amount, or take any other action or make any motion seeking to collaterally attack the seizure, restraint, forfeiture, or conveyance of the Forfeiture Amount. Nor shall the Entities assist any others in filing any such claims, petitions, actions, or motions.

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It is understood that, should it be determined that: (a) the Entities committed any crimes during the term of this Agreement; (b) the Entities or any of their representatives have intentionally given false, incomplete, or misleading testimony or intentionally provided false, incomplete or misleading information to the Office; (c) the misconduct extended beyond their involvement in the payday lending business described above; or (d) the Entities have otherwise violated any provision of this Agreement, then: (i) the Entities shall thereafter be subject to prosecution for any federal offense of which this Office has knowledge, including perjury and obstruction of justice; (ii) all statements made by the Entities' representatives to this Office or other designated law enforcement agents, and any testimony given by the Entities' representatives before a grand jury or other tribunal whether prior to or subsequent to the signing of this Agreement, and any leads therefrom, shall be admissible in evidence in any criminal proceeding brought against the Entities and relied upon as evidence to support any penalty imposed on the Entities; and (iii) the Entities shall assert no claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, or any other federal rule that such statements or any leads therefrom should be suppressed. In addition, any such prosecution that is not time-barred by the applicable statute of limitations on the date of the execution of this Agreement may be commenced against the Entities, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement of such prosecution. It is the intent of this Agreement to waive all defenses based on the statute of limitations with respect to any prosecution that is not time-barred on the date when this Agreement is signed.

It is understood that this Agreement is binding on this Office but does not bind any other Federal agencies, any state or local law enforcement agencies, any licensing authorities, or any regulatory authorities. This Office will, however, bring the cooperation of the Entities to the attention of other prosecuting offices, if requested by them or by their attorneys.

The parties understand that this Agreement reflects the unique facts of this case and is not intended as precedent for other cases.

It is understood that this Agreement is a public document and may be provided to any person by this Office and the Entities.


This Agreement supersedes all prior understandings, promises and/or conditions between this Office and the Entities. No additional promises, agreements, and conditions have

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been entered into other than those set forth in this Agreement and none will be entered into unless in writing and signed by both parties.

Very truly yours,

PREET BHARARA  
United States Attorney

By:   
\_\_\_\_\_  
Niketh Velamoor / Hagan Scotten  
Assistant United States Attorneys  
(212) 637-1076 / (914) 993-1924

APPROVED:

  
\_\_\_\_\_  
Joon H. Kim  
Deputy United States Attorney

AGREED AND CONSENTED TO BY AMG:

\_\_\_\_\_  
Douglas Lankford  
Chairman of the Board of Directors

\_\_\_\_\_  
Date

AGREED AND CONSENTED TO BY MNES:

\_\_\_\_\_  
Donya Williams  
Secretary-Treasurer of the Board of Directors

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Guy Petrillo, Esq.  
Daniel Goldman, Esq.  
Attorneys for AMG and MNES

\_\_\_\_\_  
Date

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February 9, 2016  
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Very truly yours,

PREET BHARARA  
United States Attorney

By: \_\_\_\_\_  
Niketh Velamoor / Hagan Scotten  
Assistant United States Attorneys  
(212) 637-1076 / (914) 993-1924

APPROVED:

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Joon H. Kim  
Deputy United States Attorney

AGREED AND CONSENTED TO BY AMG:

Douglas Lankford  
Douglas Lankford  
Chairman of the Board of Directors

2-10-2016  
Date

AGREED AND CONSENTED TO BY MNES:

Donya Williams  
Donya Williams  
Secretary-Treasurer of the Board of Directors

2-10-2016  
Date

APPROVED:

Guy Petrillo / DZG  
Guy Petrillo, Esq.  
Daniel Goldman, Esq.  
Attorneys for AMG and MNES

2-10-2016  
Date

## **Exhibit A: Statement of Facts**

1. In late 2003, representatives of The Miami Tribe of Oklahoma (“The Miami”) learned that Scott Tucker owned and operated a business that made “payday loans.” In or around November 2003, The Miami received a letter of intent from National Money Service, a company controlled by Tucker, contemplating a “Pay Day Loan Business Agreement” between The Miami and Universal Management Services, Inc. (“UMS”), a company also controlled by Tucker. Under the letter, a tribal entity would “become an authorized lender” and “earn substantial income,” while “relying upon” National Money Service “to provide not only the capital to fund all loan transactions and all working capital requirements, but also the personnel, equipment, marketing and knowledge to make the business an immediate success.” The letter was followed by a written agreement between the Miami Tribe of Oklahoma Business Enterprises (“MTBE”) and UMS. The agreement provided that MTBE would conduct business in the name “Tribal Financial Services” (“TFS”), and that MTBE would receive a monthly fee and cooperate with UMS “to do all things reasonable [sic] necessary to carry on the payday loan business as may be required by UMS.” It was understood that this duty to cooperate included a duty of MTBE and TFS to invoke tribal sovereign immunity in response to any efforts by state governments to regulate or impose sanctions or prohibitions on such “payday loan business.”
2. Under the agreement, Tucker and entities controlled by Tucker, and not The Miami, provided the capital to make loans, and The Miami and its entities were not responsible for any losses. Neither The Miami, nor any entity that it controlled, established or paid to acquire any part of Tucker’s payday lending business. Tucker and others based in Overland Park, Kansas, and not The Miami, managed operations and created the loan approval criteria. All essential steps necessary for the approval of loans were performed in Overland Park, under the direction of Tucker and individuals ultimately reporting to Tucker.
3. Tucker, and others reporting to Tucker, using powers of attorney, opened or caused to be opened certain bank accounts in the names of entities controlled by The Miami. Neither The Miami nor any entity that it controlled exercised control over these accounts.
4. In certain state court litigations, a then representative of The Miami who was then also an officer of entities controlled by The Miami that were involved in the loan business submitted factual declarations. These declarations were false, in part, because they overstated the involvement of such former representative and that of The Miami and/or entities controlled by the Miami in the operations of the loan business.