Docusign Envelope ID: CF183864-A3CD-424A-BF3D-B08D8B71C96C

STATE OF NEBRASKA
Department of Banking & Finance

IN THE MATTER OF:	)	
	)	
Marlette Servicing, LLC	)	CONSENT AGREEMENT
3419 Silverside Road	)	
Wilmington, Delaware	)	

NMLS No. 1849345

THIS MATTER comes before the Nebraska Department of Banking and Finance ("Department"), by and through its Director, pursuant to its authority under the Nebraska Installment Loan Act, Neb. Rev. Stat. §§ 45-1001 to 45-1070 (Reissue 2021; Supp. 2023, LB1074, 2024) ("the Act"). The Department has examined the records of Marlette Servicing, LLC, 3419 Silverside Road, Wilmington, Delaware ("Marlette Servicing"). As a result of such examination, and being duly advised and informed in the matter, the Director of the Department and Marlette Servicing enter into the following Consent Agreement.

FINDINGS OF FACT

1. As of the date of execution of this Consent Agreement, Marlette Servicing does not make or originate loans, nor does it assess additional fees, charges, or interest directly to customers located in Nebraska.

2. Marlette Servicing applied for a Nebraska Installment Loan License on September 15, 2023.

3. In Marlette Servicing's application for a Nebraska Installment Loan license, Marlette Servicing reported activity that the Director alleges required a Nebraska Installment Loan License.

Docusign Envelope ID: CF183864-A3CD-424A-BF3D-B08D8B71C96C

CONCLUSIONS OF LAW

1. Neb. Rev. Stat. § 45-1004(1)(b) (Reissue 2021) states a license shall be required for "any person that holds or acquires any rights of ownership, servicing, or other forms of participation in a loan under the Nebraska Installment Loan Act…"

2. Neb. Rev. Stat. § 45-1019 (Reissue 2021) provides that the Department may issue a cease and desist order against any person whenever the Department determines that such person has violated any provision of the Nebraska Installment Loan Act.

3. Neb. Rev. Stat. § 45-1016 (Reissue 2021) provides that the Director may issue orders, rulings, demands, and findings to carry out the purposes of the Nebraska Installment Loan Act.

4. Based upon Findings of Fact Nos. 1 through 3, inclusive, the Director alleges Marlette Servicing has violated Section 45-1004(1)(b).

5. The facts listed in the above Findings of Fact constitute a sufficient basis for the Director to have determined that Marlette Servicing has violated the Act, and that an administrative fine of Five Thousand Dollars ($5,000.00) and the costs of investigation should be imposed in accordance with Neb. Rev. Stat. § 45-1016 (Reissue 2021).

6. Under the Act's statutory framework, the Director has the legal and equitable authority to fashion significant remedies.

7. It is in the best interests of Marlette Servicing, and it is in the best interests of the public, for Marlette Servicing and the Department to resolve the issues included herein.

CONSENT AGREEMENT

Stipulations: In connection with this Consent Agreement, Marlette Servicing and the Director stipulate to the following:

Docusign Envelope ID: CF183864-A3CD-424A-BF3D-B08D8B71C96C

1. The Department has jurisdiction as to all matters herein.

2. This Consent Agreement shall resolve all matters raised by the Department relating to the alleged failure of Marlette Servicing to obtain a Nebraska Installment Loan License before engaging in license-required activity. Should future circumstances warrant, the facts from this matter may be considered in a future administrative action by the Department.

3. This Consent Agreement shall be in lieu of all other proceedings available to the Department, except as specifically referenced in this Consent Agreement.

4. This Consent Agreement does not constitute a finding by any court or adjudicatory body as to any issue of fact or law and does not constitute a final order of any court or governmental authority, including the Department. This Consent Agreement waives any disqualification in the Nebraska laws, or rules or regulations thereunder, including any disqualification from relying upon the registration exemptions or safe harbor provisions to which Marlette Servicing or any of its affiliates may be subject. This Consent Agreement is not a final order based upon violations of any statute or rule that prohibits fraudulent, manipulative, or deceptive conduct. This Consent Agreement is not intended to form the basis of any disqualifications contained under the federal securities laws or the Commodity Exchange Act, or the rules and regulations thereunder (including, without limitation, Section 3(a)(39) of the Securities Exchange Act of 1934; or Rules 504(b)(3) and 506(d)(1) of Regulation D, Rule 262(a) of Regulation A and Rule 503(a) of Regulation CF under the Securities Act of 1933), or any state's laws (including, without limitation, securities laws), or rules or regulations thereunder, including any disqualifications from relying upon registration exemptions or safe harbor provisions. Except in an action by the Department to enforce the obligations this Consent Agreement, any acts performed or documents executed in furtherance of this Consent Agreement: (a) may not be deemed or used as an admission of, or evidence of, the validity of any alleged wrongdoing, liability, or lack of any wrongdoing or liability; or (b) may not

Docusign Envelope ID: CF183864-A3CD-424A-BF3D-B08D8B71C96C

be deemed or used as an admission of, or evidence of, any such alleged fault or omission of Marlette Servicing in any civil, criminal, arbitration, or administrative proceeding in any court, administrative agency, or tribunal.

Marlette Servicing further represents as follows:

1. Marlette Servicing is aware of its right to a hearing on these matters at which it may be represented by counsel, present evidence, and cross-examine witnesses. The right to such a hearing, and any related appeal, is irrevocably waived.

2. Marlette Servicing is acting free from any duress or coercion of any kind or nature.

3. This Consent Agreement is executed to avoid further proceedings and does not constitute an admission of violations of or liability under the Act.

IT IS THEREFORE AGREED as follows:

1. Within ten (10) days after the effective date of this Consent Agreement, Marlette Servicing shall pay a total fine in the amount of Five Thousand Dollars ($5,000.00) for the violations of the Act, as noted in the Findings of Fact and Conclusions of Law of this Consent Agreement.

2. Within ten (10) days after the effective date of this Consent Agreement, Marlette Servicing shall pay investigation costs incurred by the Department in the amount of One Thousand Dollars ($1,000.00).

3. The total amount of the fine, Five Thousand Dollars ($5,000.00), plus the total amount of investigation costs, One Thousand Dollars ($1,000.00), shall be payable in one sum in the amount of Six Thousand Dollars ($6,000.00) to the Department within ten (10) days after the effective date of this Consent Agreement. An invoice will be created within NMLS and placed on the NMLS record of Marlette Servicing. A corresponding license item will also be set on the NMLS record, indicating that there is an outstanding invoice to be paid. If Marlette Servicing

Docusign Envelope ID: CF183864-A3CD-424A-BF3D-B08D8B71C96C

prefers to pay the fine and costs outside of the NMLS, it may inform the Department of this preference and then make the payment by check, money order, or electronically to the Department via ACH. The Department will provide ACH payment instructions upon request.

4. Within ten (10) days of the effective date of this Consent Agreement, Marlette Servicing will disclose this Consent Agreement in the Disclosure Questions and Disclosure Explanation sections of its NMLS record.

5. If Marlette Servicing fails to comply with any of the provisions of this Consent Agreement, following notice of such failure to comply and a reasonable opportunity to cure such failure to comply, the Department may commence such action regarding Marlette Servicing as it deems necessary and appropriate in the public interest.

6. If at any time, the Department determines that Marlette Servicing has committed any other violations of the Act, the Department may take any action available to it under the Act.

7. The effective date of this Consent Agreement will be the date of the Director's signature.

DATED this 18 day of December, 2024.

Marlette Servicing, LLC

DocuSigned by:
By: Amy Thoreson Long
B1BCC13B70BB4C0...
Amy Thoreson Long
Secretary and General Counsel

Docusign Envelope ID: CF183864-A3CD-424A-BF3D-B08D8B71C96C

DATED this 18th day of December, 2024.

STATE OF NEBRASKA
DEPARTMENT OF BANKING AND FINANCE

DocuSigned by:

By: Kelly Lammers
81A8ACE4898B41D...

Kelly Lammers, Director

1526 K Street, Suite 300
Lincoln, Nebraska 68508
(402) 471-2171