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**STATE OF WASHINGTON
DEPARTMENT OF FINANCIAL INSTITUTIONS
DIVISION OF CONSUMER SERVICES**

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IN THE MATTER OF DETERMINING
Whether there has been a violation of the
Check Cashers and Sellers Act of Washington by:

NO. C-06-100-08-CO01

WCS LOANS, INC., d/b/a
ADVANCE TIL PAYDAY,
and LOREN C. GILL, President and Owner,

CONSENT ORDER

Respondents.

COMES NOW the Director of the Department of Financial Institutions (Director), through his designee Deborah Bortner, Division Director, Division of Consumer Services, and WCS Loans, Inc., d/b/a Advance Til Payday and Loren C. Gill, President, Owner, and individually (collectively referred to as Respondents), by and through their attorney, Matthew A. Reiber, and finding that the issues raised in the captioned matter may be economically and efficiently settled, agree to the entry of this Consent Order. This Consent Order is entered pursuant to chapter 31.04 of Revised Code of Washington (RCW), and RCW 34.05.060 of the Administrative Procedure Act, based on the following:

AGREEMENT AND ORDER

The Department of Financial Institutions, Division of Consumer Services (Department) and Respondents have agreed upon a basis for resolution of the matters alleged in Amended Statement of Charges No. C-06-100-07-SC02 (Statement of Charges), entered May 15, 2007, (copy attached hereto). Pursuant to chapter 31.04 RCW, the Consumer Loan Act (Act), and RCW 34.05.060 of the Administrative Procedure Act, Respondents hereby agree to the Department's entry of this Consent Order and further agree that the issues raised in the above captioned matter may be economically and efficiently settled by entry of this Consent Order. The parties intend this Consent Order to fully resolve the Statement of Charges and agree that Respondents do not admit any wrongdoing by its entry. Respondents further agree not to contest the Statement of Charges in consideration of the terms of this Consent Order.

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Based upon the foregoing:

A. **Jurisdiction.** It is AGREED that the Department has jurisdiction over the subject matter of the activities discussed herein.

B. **Waiver of Hearing.** It is AGREED that Respondents have been informed of the right to a hearing before an administrative law judge, and that they have waived the right to a hearing and any and all administrative and judicial review of the issues raised in this matter, or of the resolution reached herein. Accordingly, Respondents agree to withdraw their appeal and to inform the Office of Administrative Hearings in writing of the withdrawal.

C. **No Admission of Liability.** The parties intend this Consent Order to fully resolve the Statement of Charges and agree that Respondents do not admit to any wrongdoing by its entry.

D. **Revocation.** It is AGREED that effective ninety (90) days from the date of entry of this Consent Order, Respondents license to operate as a check casher or check seller with a small loan endorsement is revoked.

E. **Prohibition from Industry.** It is AGREED that effective ninety (90) days from the date of entry of this Consent Order, Respondent WCS Loans, Inc. is prohibited from participating in the conduct of the affairs of any check casher or check seller licensed by the Department (with or without a small loan endorsement) or required to be licensed by the Department, in any capacity, for the remainder of its legal existence. It is further AGREED that effective ninety (90) days from the date of entry of this Consent Order, Respondent Gill is prohibited from participating in the conduct of the affairs of any check casher or check seller or check casher licensed by the Department (with or without a small loan endorsement) or required to be licensed by the Department, in any capacity, for the remainder of his natural life. It is further AGREED that such prohibition of Respondents shall include, but is not limited to: (1) any financial capacity whether active or passive or (2) as an officer, director, principal, or employee.

1 **F. Fine (Stayed).** It is AGREED that Respondents are subject to a fine by the Department in the
2 amount of \$933,400. HOWEVER, it is further AGREED that the entire fine of \$933,400 is stayed
3 beginning upon the entry of this Consent Order on the condition that Respondents comply fully and
4 completely with the terms of restitution (paragraph H). It is further AGREED that the stayed fine is
5 subject to the Department's authority to lift the stay and impose the entire fine (\$933,400) as discussed in
6 paragraph K of this Consent Order. It is further AGREED that so long as: (1) the requirements of
7 paragraph H are fully and completely satisfied, (2) the stay has not been previously lifted and the fine has
8 not previously been imposed, and (3) a notification to lift the stay or a proceeding to lift the stay is not
9 then pending by the Director to impose the fine, then, in such events, the Department shall consider this
10 paragraph of this Consent Order fully performed and the stayed fine will not be collected from
11 Respondents in connection with this Consent Order.
12

13 **G. Respondents' Financial Condition.** Respondents have represented that they currently have
14 an inability to pay the fine obligation stayed in this Consent Order. Respondents provided the
15 Department with a written statement under oath describing these conditions.
16

17 **H. Restitution.** It is AGREED that Respondents shall make restitution of \$22,840 to eleven (11)
18 borrowers for interest or fees collected listed in the attached Schedule of Restitution (Attachment A).
19 Such payments must be made in the form of a check from the trust account of Respondents' attorneys,
20 and sent to borrowers' last known address via the United States Mail within thirty (30) days of the entry
21 of this Consent Order. It is further AGREED that Respondents will include with each mailed restitution
22 check an explanatory cover letter approved by the Department; a copy of the explanatory cover letter is
23 attached (Attachment B). It is further AGREED that within thirty (30) days of the entry of this Consent
24 Order Respondents' attorney shall provide the Department with a signed affidavit attesting to mailing the
25 checks (each with the accompanying explanatory cover letter) to the eleven borrowers. It is further
AGREED that Respondents shall provide the Department with written proof demonstrating each payment

1 has been made . If payment cannot be made to any particular borrower, Respondents shall take the
2 necessary steps to escheat such funds to the State of Washington Department of Revenue and provide the
3 Department with written proof of such action. The "written proof" of payment to borrowers and escheat
4 of funds to the Department of Revenue at a minimum must consist of a signed affidavit from
5 Respondents' attorney attesting that: (1) those borrowers listed in Attachment A received payment in the
6 amount and on the date indicated, and as applicable, (2) Respondents could not make restitution to those
7 borrowers listed in Attachment A, showing the amount due to each borrower and attesting to the payment
8 of such funds to the Department of Revenue as unclaimed property. It is further AGREED that
9 Respondents shall fully and completely comply with the terms of restitution (Paragraph H) no later than
10 180 days from the date of the entry of this Consent Order.
11

12 I. **Investigation Fee.** It is AGREED that Respondents shall pay to the Department an
13 investigation fee of \$27,604 in the form of a cashier's check made payable to the "Washington State
14 Treasurer" upon entry of this Consent Order.

15 J. **Application for License.** It is AGREED that Respondent WCS Loans, Inc. shall not apply to
16 the Department for any license or endorsement issued pursuant to chapter 31.45 RCW under any name
17 for the remainder of its legal existence. It is further AGREED that Respondent Gill shall not apply to the
18 Department for any license or endorsement issued pursuant to chapter 31.45 RCW under any name for
19 the remainder of his natural life.
20

21 K. **Lifting of Stay and Imposing Fine.** It is AGREED that:

22 1. The Administrative Procedures Act, chapter 34.05 of Revised Code of Washington
23 (RCW), shall govern all proceedings related to the lifting of the stay and imposition of
24 the fine.

25 2. If the Department determines that Respondents are in violation of the terms of
paragraph H of this Consent Order and the Department accordingly seeks to lift the

1 stay and impose the \$933,400 fine, the Department first will notify Respondents in
2 writing of its determination. To facilitate this, Respondents AGREE to provide the
3 Department with an address at which they can be notified. Respondents further
4 AGREE to notify the Department within seven days of any change of address, and
5 AGREE that notification under this section will be complete by mailing such
6 notification to the address Respondents have most recently provided. Respondents
7 AGREE that failure to notify the Department within seven days of any change of
8 address is a violation of this Consent Order.

- 9
- 10 3. Respondents will be afforded 10 business days from the date of receipt of the
11 Department's notification to request in writing an administrative hearing to be held
12 before an Administrative Law Judge (ALJ) from the Office of Administrative
13 Hearings (OAH).
- 14 4. Respondents request for hearing must be sent to the Department and received by the
15 Department within 10 business days of the date of the receipt of the Department's
16 notice.
- 17 5. Respondents, in addition to the request for hearing, may provide a written response to
18 include any information pertaining to the alleged noncompliance.
- 19 6. The administrative hearing shall be expedited and follow the timing and processes
20 described in this Consent Order.
- 21 7. If Respondents do not request the hearing within the stated time, the Department
22 immediately will impose the \$933,400 fine and pursue whatever action it deems
23 necessary to collect the fine.
- 24 8. If requested, the hearing will be held within fifteen business days (or as soon as the
25 schedule of the ALJ permits) from the due date for Respondents' request for hearing

1 or from the date of receipt of Respondents timely request for hearing, whichever is
2 sooner. The parties will accommodate the prompt scheduling of the hearing.

3 9. The scope and issues of the hearing are limited solely to whether or not Respondents
4 are in violation of any of the terms and conditions of this Consent Order.

5 10. At the conclusion of the hearing, the ALJ will issue an initial decision. Either party
6 may file a Petition for Review with the Director of the Department.

7 11. The Department's notification will include:

- 8 a. A description of the alleged noncompliance;
- 9 b. A statement that because of the noncompliance, the Department seeks to lift
10 the stay and impose the \$933,400 fine;
- 11 c. The opportunity for Respondents to contest the Department's determination of
12 noncompliance in an administrative hearing before an ALJ of OAH; and
- 13 d. A copy of this Consent Order. The notification and hearing process provided
14 in this Consent Order applies only to this Consent Order. It is solely provided
15 in the event Respondents choose to contest the Department's determination of
16 noncompliance.

17
18 L. **Sale of Business.** Respondents have represented to the Department that they may try to
19 sell their business to a new company (prospective purchaser). Respondents agree to pursue any sale of
20 the business in accordance with chapter 31.45 RCW and chapter 208-630 WAC. Respondents fully
21 acknowledge the statutory provision prohibiting transfer or assignment of a check casher or check
22 seller license (with or without a small loan endorsement) [RCW 31.45.040(4)]. A prospective
23 purchaser may apply to the Department for a Check Cashers and Check Sellers License with a Small
24 Loan Endorsement. Upon receipt of a complete application, including all required supporting
25 documentation and fees, from a prospective purchaser, the Department agrees to process the

1 application and provide the applicant with a response within fifteen (15) business days of receipt by
2 the Department. At the time of filing such application, the applicant shall also provide a separate
3 written notice to James R. Brusselback, Enforcement Chief, Division of Consumer Services,
4 Department of Financial Institutions, PO Box 41200, Olympia, WA 98504-1200, so that the
5 Department may monitor this fifteen (15) business day requirement. Such notice shall reference this
6 Consent Order. Licensure of a prospective purchaser shall not be a condition precedent to the
7 imposition of Respondent WCS Loans, Inc.'s license revocation or a condition precedent of the
8 Respondents' prohibitions from the industry set forth herein. The revocation and prohibitions from the
9 industry shall be effective ninety (90) days from the entry of this Consent Order regardless of whether
10 the Respondents sell the business or whether the purchaser has been granted a license.
11

12 **M. Rights of Borrowers.** It is AGREED that this Consent Order shall not release, waive, or in
13 any way affect any legal rights that any borrowers may have concerning Respondents. The Department
14 does not represent or have the consent of borrowers to take any action concerning their personal legal
15 rights.

16 **N. Non-Compliance with Order.** It is AGREED that Respondents understand that failure to
17 abide by the terms and conditions of this Consent Order may result in further legal action by the
18 Director. In the event of such legal action, Respondents may be responsible to reimburse the Director
19 for the cost incurred in pursuing such action, including but not limited to, attorney fees.
20

21 **O. Voluntarily Entered.** It is AGREED that Respondents have voluntarily entered into this
22 Consent Order, which is effective when signed by the Director's designee.

23 **P. Completely Read, Understood, and Agreed.** It is AGREED that Respondents have read
24 this Consent Order in its entirety and fully understand and agree to all of the same.
25

\\

RECEIVED
RECEPTION


JUL 07 2008

DEPT. OF FINANCIAL INSTITUTIONS
OLYMPIA, WASHINGTON


1 **RESPONDENTS:**

2 **WCS Loans, Inc. d/b/a Advance Til Payday**

3 By:

4 
5 _____
6 Loren C. Gill, President

7 7/7/08
8 Date

9 
10 _____
11 Loren C. Gill
12 Individually

13 7/7/08
14 Date

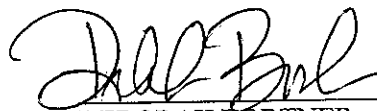
15 Matthew A. Reiber
16 _____
17 Matthew A. Reiber, WSBA No. 22571
18 Attorney at Law
19 Attorney for Respondents

20 7/7/08
21 Date

22 **DO NOT WRITE BELOW THIS LINE**

23 THIS ORDER ENTERED THIS 7th DAY OF July, 2008.



24 

25 DEBORAH BORTNER
Director
Division of Consumer Services
Department of Financial Institutions

Presented by:

26 James R. Brusselback
27 _____
28 JAMES R. BRUSSELBACK
29 Enforcement Chief

Attachment A

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RESTITUTION SCHEDULE

Borrower	Amount Due
A	\$1,940.00
B	\$845.00
C	\$560.00
D	\$877.50
E	\$152.50
F	\$1,712.50
G	\$1,594.00
H	\$215.00
I	\$6,599.00
J	\$8,144.00
K	\$200.50
TOTAL	\$22,840.00

A-1

Attachment B



STATE OF WASHINGTON
DEPARTMENT OF FINANCIAL INSTITUTIONS
DIVISION OF CONSUMER SERVICES

P.O. Box 41200 • Olympia, Washington 98504-1200
Telephone (360) 902-8703 • TDD (360) 664-8126 • FAX (360) 664-2258 • <http://www.dfi.wa.gov/cs>

July 2008

Dear Borrower:


As you may be aware, the Department of Financial Institutions (Department) regulates check cashers, check sellers, and payday lenders in the state of Washington. The Department is authorized under chapter 31.45 RCW, the Check Cashers and Check Sellers Act (the Act), to conduct investigations into possible violations of the Act.

In 2007, after conducting such an investigation, the Department took formal enforcement action against WCS Loans, Inc., dba Advance Til Payday (WCS) and its president and owner, Loren C. Gill. The Department's action alleged violations of the Act, such as making small loans in excess of the statutory maximum loan amount and in excess of the statutorily permitted fees, failing to respond completely to the Department's request for information, making false statements or omission of material facts in a licensing application, failing to preserve records, and failing to disclose a significant development. The Department sought significant sanctions against WCS and Mr. Gill – revocation of the payday loan license, prohibition from the industry, fines, restitution to borrowers, and reimbursement of the Department's investigation fees.

The case has been making its way through the administrative process and was scheduled for hearing in mid-July. In late June, the Department and WCS and Mr. Gill reached an agreement resolving the formal action. One provision of the settlement is restitution to borrowers like you. WCS, Mr. Gill, and their attorney have agreed to enclose this letter with your restitution check to help explain why you are receiving restitution. For your information, the formal administrative action (Statement of Charges) and the agreement (Consent Order) are available on the Department's website: <http://www.dfi.wa.gov/cs>.

Thank you for your patience throughout this process. If you have any questions, please feel free to contact Will Halstead, Financial Legal Examiner, at (360) 902-8726 or 1-877-746-4334.

Sincerely,


James R. Brusselback

Program Manager and Enforcement Chief

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**STATE OF WASHINGTON
DEPARTMENT OF FINANCIAL INSTITUTIONS
DIVISION OF CONSUMER SERVICES**

IN THE MATTER OF DETERMINING
Whether there has been a violation of the
Check Cashers and Sellers Act of Washington by:

WCS LOANS, INC., d/b/a
ADVANCE TIL PAYDAY,
and LOREN C. GILL, President and Owner,

Respondents.

NO. C-06-100-07-SC02

**AMENDED STATEMENT OF CHARGES,
ORDER TO CEASE AND DESIST,
and NOTICE OF INTENTION TO ENTER
AN ORDER TO REVOKE LICENSE, IMPOSE FINE,
ORDER RESTITUTION, BAN FROM INDUSTRY,
AND COLLECT INVESTIGATION FEE**

INTRODUCTION

Pursuant to RCW 31.45.110 and RCW 31.45.200, the Director of the Department of Financial Institutions of the State of Washington (Director) is responsible for the administration of chapter 31.45 RCW, the Check Cashers and Sellers Act (Act). After conducting an investigation pursuant to RCW 31.45.100, and based upon the facts available as of January 2, 2007, the Director issued Statement of Charges, Order to Cease and Desist, and Notice of Intention to Enter an Order to Revoke License, Impose Fine, Order Restitution, Ban from Industry, and Collect Investigation Fee C-06-100-06-SC01 (Statement of Charges SC01) on January 3, 2007. Respondents WCS Loans and Loren Gill were served with Statement of Charges SC01 on January 3, 2007. Respondents filed timely requests for an adjudicative hearing. Since the issuance of Statement of Charges SC01, information came to the attention of the Director that necessitated the amendment of Statement of Charges SC01. Based upon the facts available as of May 15, 2007, the Director now proceeds to amend Statement of Charges SC01 by issuing Amended Statement of Charges, Order to Cease and Desist, and Notice of Intention to Enter an Order to Revoke License, Impose Fine, Order Restitution, Ban from Industry, and Collect Investigation Fee C-06-100-07-SC02 (Amended Statement of Charges), which includes the following modifications: adding Factual Allegations in Paragraphs 1.2, 1.3, 1.4 and 1.6; modifying the Grounds for Entry of Order (Section II); modifying the Authority to Impose Sanctions (Section III); and Notice of Intention to Enter Order (Section V) pursuant to the modifications to the Factual Allegations in Section I. The Director institutes this proceeding and finds as follows:

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AMENDED STATEMENT OF CHARGES
C-06-100-07-SC02
WCS Loans, Inc., d/b/a Advance Til Payday, and Loren
C. Gill, President

DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Consumer Services
150 Israel Rd SW
PO Box 41200
Olympia, WA 98504-1200
(360) 902-8703

1 I. FACTUAL ALLEGATIONS

2 1.1 Respondents.

3 A. **WCS Loans, Inc., d/b/a Advance Til Payday (WCS Loans)** was licensed by the Department
4 of Financial Institutions of the State of Washington (Department) to conduct business as a check casher with a
5 small loan endorsement on January 18, 1996, and continues to be licensed to date. Respondent WCS Loans is
6 licensed to conduct the business of a check casher with a small loan endorsement at twenty-seven (27)
7 locations. Respondent's main office is located at 10604 Bridgeport Way SW, Tacoma, WA 98499.

8 B. **Loren C. Gill (Gill)** is President and Owner of Respondent WCS Loans.

9
10 1.2 **Examination.** On October 16, 2006, the Department conducted an onsite examination at the following
11 four branch locations:

12 1003 Fourth Ave. E., Olympia, WA 98506 (Branch One)

13 3924 S. Meridian St., Suite C, Puyallup, WA 98373 (Branch Two)

14 10604 Bridgeport Way SW, Tacoma, WA 98499 (Branch Three)

15 2515 Sixth Ave., Tacoma, WA 98406 (Branch Four)

16 Loan files were also obtained from the following additional locations:

17 11208 Bridgeport Way SW, Tacoma, WA 98499 (Branch Five)

18 2337 Olympic Hwy. N., Shelton, WA 98584 (Branch Six)

19 1529 West Meeker St., Suite 102, Kent, WA 98032 (Branch Seven)

20 20034 Pacific Hwy. S, Seatac, WA 98198 (Branch Eight)

21 216 Auburn Way South, Auburn, WA 98002 (Branch Nine)

22 11903 Pacific Ave. S., Parkland, WA 98444 (Branch Ten)

23 1222 Bronson Way, Suite 110, Renton, WA 98055 (Branch Eleven)

1 **1.3 Making Small Loans in Excess of Statutory Maximum Loan Amount and in Excess of Statutory**
2 **Maximum Interest Rates and Fees at Multiple WCS Loans Locations.** Based on reports produced by
3 Respondent during the onsite examinations discussed in paragraph 1.2, and review of customer files provided
4 pursuant to subpoena demands, Respondents have provided borrowers with small loans with total aggregated
5 principals exceeding the statutory maximum of seven hundred dollars (\$700) at any one time. In addition, the
6 Respondents have provided borrowers with small loans and charged interest rates and fees in excess of the
7 statutory maximum rate of 15% for the first \$500 loaned and 10% for any loan amount exceeding \$500. For
8 purposes of this document, the terms "interest" and "fees" are used interchangeably. Respondents' business
9 plan or system does not monitor who is borrowing at any particular branch and how much is being loaned to
10 borrowers. The following represents some of the instances discovered by the Department at eleven (11) of
11 Respondents' twenty seven (27) branch locations.

12 **A. Borrower A**

13 On August 25, 2005, Borrower A obtained a \$700 loan for a 15% fee¹ from Branch One. On August
14 26, 2005, with the \$700 loan from Branch One still outstanding, Borrower A obtained a \$600 loan for a 15% fee
15 from Branch Two for a total aggregated principal of \$1,300.

16 On September 9, 2005, Borrower A repaid the August 25th loan and obtained another \$700 loan for a
17 15% fee from Branch One. That same day, Borrower A repaid the August 26th loan and obtained another \$600
18 loan for a 15% fee from Branch Two for a total aggregated principal of \$1,300.

19 On September 26, 2005, Borrower A repaid the September 9th loan and obtained another \$700 loan for
20 a 15% fee from Branch One. That same day, Borrower A repaid the September 9th loan and obtained another
21 \$600 loan for a 15% fee from Branch Two for a total aggregated principal of \$1,300.

22
23
24 ¹ The term "fee" is used to be consistent with the statutory language in RCW 31.45.073(3). However, this term does not
25 reflect the actual rate of interest being charged. For example, assume a borrower is loaned \$700 for 15 days. Pursuant to
the Act, the lender may charge a 15% fee for the first \$500 borrowed (\$75) and a 10% fee for any amount borrowed over
\$500 (\$20). To borrow \$700, the borrower must pay a \$95.00 fee. The annual percentage rate a borrower will pay to
obtain a 15 day loan, given the \$95.00 fee, would be **330.24%**.

1 On October 8, 2005, Borrower A repaid the September 26th loan and obtained another \$700 loan for a
2 15% fee from Branch One. At that time, the \$600 loan obtained from Branch Two on September 26th was still
3 outstanding, resulting in a total aggregated principal of \$1,300.

4 On October 26, 2005, Borrower A repaid the October 8th loan and obtained another \$700 loan for a
5 15% fee from Branch One. That same day, Borrower A repaid the September 26th loan and obtained another
6 \$700 loan for a 15% fee from Branch Two for a total aggregated principal of \$1,400.

7 On November 10, 2005, Borrower A repaid the October 26th loan and obtained another \$700 loan for a
8 15% fee from Branch One. At that time, the \$700 loan obtained from Branch Two on October 26th was still
9 outstanding, resulting in a total aggregated principal of \$1,400.

10 On November 23, 2005, Borrower A repaid the November 10th loan and obtained another \$700 loan for
11 a 15% fee from Branch One. That same day, Borrower A repaid the October 26th loan and obtained another
12 \$700 loan for a 15% fee from Branch Two for a total aggregated principal of \$1,400.

13 On December 9, 2005, Borrower A repaid the November 23rd loan and obtained another \$700 loan for a
14 15% fee from Branch One. At that time, the \$700 loan obtained from Branch Two on November 23rd was still
15 outstanding, resulting in a total aggregated principal of \$1,400.

16 On December 23, 2005, with the \$700 loan from Branch Two still outstanding, Borrower A repaid the
17 December 9th loan and obtained another \$700 loan for a 15% fee from Branch One. On December 24, 2005,
18 with the \$700 loan from Branch One still outstanding, Borrower A repaid the November 23rd loan and obtained
19 another \$700 loan for a 15% fee from Branch Two for a total aggregated principal of \$1,400.

20 On January 10, 2006, Borrower A repaid the December 23rd loan and obtained another \$700 loan for a
21 15% fee from Branch One. At that time, the \$700 loan obtained from Branch Two on December 24th was still
22 outstanding, resulting in a total aggregated principal of \$1,400.

23 On January 25, 2006, Borrower A repaid the January 10th loan and obtained another \$700 loan for a
24 15% fee from Branch One. That same day, Borrower A repaid the December 24th loan and obtained another
25 \$700 loan for a 15% fee from Branch Two for a total aggregated principal of \$1,400.

1 On February 10, 2006, Borrower A repaid the January 25th loan and obtained another \$700 loan for a
2 15% fee from Branch One. At that time, the \$700 loan obtained from Branch Two on January 25th was still
3 outstanding, resulting in a total aggregated principal of \$1,400.

4 On February 13, 2006, Borrower A obtained a \$700 loan for a 15% fee from Branch Three. At that
5 time, the \$700 loan obtained from Branch One on February 10th and the \$700 loan obtained from Branch Two
6 on January 25th were still outstanding, resulting in a total aggregated principal of \$2,100.

7 On February 24, 2006, with the \$700 loan from Branch Three still outstanding, Borrower A repaid the
8 February 10th loan and obtained another \$700 loan for a 15% fee from Branch One. That same day, Borrower
9 A obtained a \$700 loan for a 15% fee from Branch Five. On February 25, 2006, with the \$700 loans from
10 Branches One and Five still outstanding, Borrower A repaid the January 25th loan and obtained another \$700
11 loan for a 15% fee from Branch Two for a total aggregated principal of \$2,800.

12 On March 1, 2006, Borrower A repaid the February 24th loan and obtained another \$700 loan for a 15%
13 fee from Branch One. That same day, Borrower A repaid the February 25th loan and obtained another \$700
14 loan for a 15% fee from Branch Two; repaid the February 13th loan and obtained another \$700 loan for a 15%
15 fee from Branch Three; obtained a \$700 loan for a 15% fee from Branch Six; and repaid the February 24th loan
16 and obtained another \$650 loan for a 15% fee from Branch Five, resulting in a total aggregated principal of
17 \$3,450.

18 On March 24, 2006, with the \$650 loan from Branch Five still outstanding, Borrower A repaid the
19 March 1st loan and obtained another \$700 loan for a 15% fee from Branch Two. On March 27, 2006, with the
20 \$700 loan from Branch Two still outstanding, Borrower A repaid the March 1st loan and obtained another \$700
21 loan for a 15% fee from Branch Five for a total aggregated principal of \$1,400.

22 **B. Borrower B**

23 On November 1, 2005, Borrower B obtained a \$700 loan from Branch One. That same day, Borrower
24 B obtained a \$700 loan for a 15% fee from Branch Two for a total aggregated principal of \$1,400.

25 On December 1, 2005, with the \$700 loan from Branch One still outstanding, Borrower B repaid the

1 November 1st loan and obtained another \$700 loan for a 15% fee from Branch Two. On December 2, 2005, with
2 the \$700 loan from Branch Two still outstanding, Borrower B repaid the November 1st loan and obtained
3 another \$700 loan for a 15% fee from Branch One for a total aggregated principal of \$1,400.

4 On January 3, 2006, Borrower B repaid the December 2nd loan and obtained another \$700 loan for a
5 15% fee from Branch One. That same day, Borrower B repaid the December 1st loan and obtained another
6 \$700 loan for a 15% fee from Branch Two for a total aggregated principal of \$1,400.

7 On February 1, 2006, with the \$700 loan from Branch One still outstanding, Borrower B repaid the
8 January 3rd loan and obtained another \$700 loan for a 15% fee from Branch Two. On February 2, 2006, with
9 the \$700 loan from Branch Two still outstanding, Borrower B obtained a \$650 loan for a 15% fee from Branch
10 Five. On February 4, 2006, with the \$700 loans from Branches Two and Five still outstanding, Borrower B
11 repaid the January 3rd loan and obtained another \$700 loan for a 15% fee from Branch One for a total
12 aggregated principal of \$2,050.

13 On March 1, 2006, Borrower B repaid the February 4th loan and obtained another \$700 loan for a 15%
14 fee from Branch One. That same day, Borrower B repaid the February 1st loan and obtained another \$700 loan
15 for a 15% fee from Branch Two, and repaid the February 2nd loan and obtained another \$650 loan for a 15% fee
16 from Branch Five for a total aggregated principal of \$2,050.

17 On March 24, 2006, Borrower B repaid the March 1st loan and obtained another \$700 loan for a 15%
18 fee from Branch One. That same day, Borrower B repaid the March 1st loan and obtained another \$700 loan for
19 a 15% fee from Branch Two and a \$700 loan for a 15% fee from Branch Three for a total aggregated principal
20 of \$2,100.

21 **C. Borrower C**

22 On June 1, 2005, Borrower C obtained a \$700 loan for a 15% fee from Branch Two. On June 2, 2005,
23 with the \$700 loan from Branch Two still outstanding, Borrower C obtained a \$300 loan for a 15% fee from
24 Branch Three for a total aggregated principal of \$1,000.

25 On July 1, 2005, with the \$300 loan from Branch Three still outstanding, Borrower C repaid the June 1st

1 loan and obtained another \$700 loan for a 15% fee from Branch Two. On July 2, 2005, with the \$700 loan from
2 Branch Two still outstanding, Borrower C repaid the June 2nd loan and obtained another \$500 loan for a 15%
3 fee from Branch Three for a total aggregated principal of \$1,200.

4 On July 30, 2005, with the \$700 loan from Branch Two still outstanding, Borrower C repaid the July
5 2nd loan and obtained another \$500 loan for a 15% fee from Branch Three. On August 3, 2005, with the \$500
6 loan from Branch Three still outstanding, Borrower C repaid the July 1st loan and obtained another \$700 loan
7 for a 15% fee from Branch Two for a total aggregated principal of \$1,200.

8 On September 1, 2005, Borrower C repaid the August 3rd loan and obtained another \$700 loan for a
9 15% fee from Branch Two. That same day, Borrower C repaid the July 30th loan and obtained another \$600
10 loan for a 15% fee from Branch Three for a total aggregated principal of \$1,300.

11 On September 30, 2005, Borrower C repaid the September 1st loan and obtained another \$700 loan for a
12 15% fee from Branch Two. That same day, Borrower C repaid the September 1st loan and obtained another
13 \$650 loan for a 15% fee from Branch Three for a total aggregated principal of \$1,350.

14 On November 1, 2005, with the \$700 loan from Branch Two sill outstanding, Borrower C repaid the
15 September 30th loan and obtained another \$700 loan for a 15% fee from Branch Three. On November 5, 2005,
16 with the \$700 loan from Branch Three still outstanding, Borrower C repaid the September 30th loan and
17 obtained another \$700 loan for a 15% fee from Branch Two for a total aggregated principal of \$1,400.

18 On December 2, 2005, with the \$700 loan from Branch Two still outstanding, Borrower C repaid the
19 November 1st loan and obtained another \$700 loan for a 15% fee from Branch Three. On December 5, 2005,
20 with the \$700 loan from Branch Three still outstanding, Borrower C repaid the November 5th loan and obtained
21 another \$700 loan for a 15% fee from Branch Two for a total aggregated principal of \$1,400.

22 **D. Borrower D**

23 On September 20, 2004, Borrower D obtained a \$400 loan for a 15% fee from Branch Eight. On
24 September 25, 2004, with the \$400 loan from Branch Eight still outstanding, Borrower D obtained a \$350 loan
25 for a 15% fee from Branch Eleven for a total aggregated principal loan amount of \$750 for a 15% fee.

1 On October 6, 2004, with the \$350 loan from Branch Eleven still outstanding, Borrower D repaid the
2 September 20th loan and obtained another \$400 loan for a 15% fee from Branch Eight for a total aggregated
3 principal loan amount of \$750 for a 15% fee.

4 On October 8, 2004, with the \$400 loan from Branch Eight still outstanding, Borrower D repaid the
5 September 25th loan from Branch Eleven and immediately obtained another \$350 loan for a 15% fee from
6 Branch Eleven for a total aggregated principal loan amount of \$750 for a 15% fee. On October 22, 2004,
7 Borrower D repaid the October 6th loan from Branch Eight and the October 8th loan from Branch Eleven.

8 On October 22, 2004, Borrower D obtained a \$350 loan from Branch Eleven. That same day, October
9 22, 2004, with the loan from Branch Eleven still outstanding, Borrower D obtained a \$400 loan for a 15% fee
10 from Branch Eight for a total aggregated principal loan amount of \$750. On November 5, 2004, Borrower D
11 repaid the October 22nd loans from Branch Eight and Branch Eleven.

12 On November 5, 2004, Borrower D obtained a \$350 loan for a 15% fee from Branch Eleven. That
13 same day, November 5, 2004, with the loan from Branch Eleven still outstanding, Borrower D obtained a \$500
14 loan for a 15% fee from Branch Eight for a total aggregated principal loan amount of \$850 for a 15% fee. On
15 November 19, 2004, Borrower D repaid the November 5th loans from Branch Eight and Branch Eleven.

16 On November 19, 2004 Borrower D obtained a \$350 loan for a 15% fee from Branch Eleven. That
17 same day, with the loan from Branch Eleven still outstanding, Borrower D obtained a \$500 loan for a 15% fee
18 from Branch Eight for a total aggregated principal loan amount of \$850 for a 15% fee. On December 1, 2004,
19 Borrower D repaid the November 19th loan from Branch Eight. On December 2, 2004, Borrower D repaid the
20 November 19th loan from Branch Eleven.

21 On December 3, 2004, Borrower D obtained a \$350 loan for a 15% fee from Branch Eleven. On
22 December 15, 2004, with the \$350 loan from Branch Eleven still outstanding, Borrower D obtained a \$500 loan
23 for a 15% fee from Branch Eight for a total aggregated principal loan amount of \$850 for a 15% fee.

24 On December 17, 2004, Borrower D repaid the December 3rd loan from Branch Eleven. That same day,
25 with the \$500 loan from Branch Eight still outstanding, Borrower D obtained a \$350 loan for a 15% fee from

1 Branch Eleven for a total aggregated principal loan amount of \$850 for a 15% fee. On December 27, 2004,
2 Borrower D repaid the December 17th loan from Branch Eleven. On December 31, 2004, Borrower D repaid
3 the December 15th loan from Branch Eight.

4 **E. Borrower E**

5 On December 23, 2005, Borrower E obtained a \$450 loan for a 15% fee from Branch Seven. On
6 January 20, 2006, with the \$450 loan from Branch Seven still outstanding, Borrower E obtained a \$400 loan for
7 a 15% fee from Branch Seven for a total aggregated principal loan amount of \$850 for a 15% fee. On January
8 26, 2006, Borrower E repaid the December 23rd loan.

9 **F. Borrower F**

10 On October 20, 2005, Borrower F obtained a \$350 loan for a 15% fee from Branch Three. On October
11 27, 2005 Borrower F obtained a \$200 loan for a 15% fee from Branch Ten for a total aggregated principal loan
12 amount of \$550 for a 15% fee. On November 4, 2005, Borrower F repaid the October 20th loan from Branch
13 Three and the October 27th loan from Branch Ten.

14 On November 4, 2005, Borrower F obtained a \$350 loan for a 15% fee from Branch Three. On
15 November 11, 2005, with the \$350 loan from Branch Three still outstanding, Borrower F obtained a \$200 loan
16 for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$550 for a 15% fee. On
17 December 2, 2005 Borrower F repaid the November 11th loan from Branch Three.

18 On December 2, 2005, with the \$350 loan from Branch Three still outstanding, Borrower F obtained a
19 \$200 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$550 for a 15% fee.

20 On December 3, 2007, Borrower F repaid the November 4th loan from Branch Three. On that same
21 day, with the \$200 loan from Branch Ten still outstanding, Borrower F obtained a \$350 loan for a 15% fee from
22 Branch Three for a total aggregated principal loan amount of \$550 for a 15% fee. On January 3, 2006,
23 Borrower F repaid the \$200 loan from Branch Ten and the \$350 loan from Branch Three.

1 On January 3, 2006, Borrower F obtained a \$450 loan for a 15% fee from Branch Three. On that same
2 day, Borrower F obtained a \$200 loan for a 15% fee from Branch Ten for a total aggregated principal loan
3 amount of \$650 for a 15% fee. On February 3, 2006, Borrower F repaid the \$200 loan from Branch Ten.

4 On February 3, 2006, with the \$450 loan from Branch Three still outstanding, Borrower F obtained a
5 \$200 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$650 for a 15% fee.

6 On February 13, 2006, Borrower F repaid the January 3rd loan from Branch Three and with the \$200
7 loan from Branch Ten still outstanding obtained another \$450 loan for a 15% fee from Branch Three for a total
8 aggregated principal loan amount of \$650 for a 15% fee. On March 6, 2006, Borrower F repaid the February
9 3rd loan from Branch Three and the February 13th loan from Branch Ten.

10 On March 6, 2006, Borrower F obtained a \$300 loan for a 15% fee from Branch Ten. On that same
11 day, Borrower F obtained a \$450 loan for a 15% fee from Branch Three for a total aggregated principal loan
12 amount of \$750 for a 15% fee.

13 On April 3, 2006, Borrower F repaid the March 6th loan from Branch Three and with the \$300 loan
14 from Branch Ten still outstanding, obtained a new \$450 loan for a 15% fee from Branch Three for a total
15 aggregated principal loan amount of \$750 for a 15% fee.

16 On April 7, 2006, Borrower F repaid the March 6th loan from Branch Ten and with the \$450 loan from
17 Branch Three still outstanding obtained a new \$300 loan for a 15% fee from Branch Ten for a total aggregated
18 principal loan amount of \$750 for a 15% fee. On May 3, 2006, Borrower F repaid the April 3rd loan from
19 Branch Three and the April 7th loan from Branch Ten.

20 On May 3, 2006, Borrower F obtained a \$450 loan for a 15% fee from Branch Three. On May 11,
21 2006, with the \$450 loan from Branch Three still outstanding, Borrower F obtained a \$300 loan for a 15% fee
22 from Branch Ten for a total aggregated principal loan amount of \$750 for a 15% fee. On July 5, 2006,
23 Borrower F repaid the May 3rd loan from Branch Three and the May 11th loan from Branch Ten.

1 On July 5, 2006, Borrower F obtained a \$300 loan for a 15% fee from Branch Ten. On the same day,
2 Borrower F obtained a \$450 loan for a 15% fee from Branch Three for a total aggregated principal loan amount
3 of \$750 for a 15% fee.

4 On August 3, 2006, Borrower F repaid the July 5 loan from Branch Three and with the \$300 loan from
5 Branch Ten still outstanding, Borrower F obtained a \$450 loan for a 15% fee from Branch Three for a total
6 aggregated principal loan amount of \$750 for a 15% fee.

7 On August 4, 2006, Borrower F repaid the July 5 loan from Branch Ten and with the \$450 loan from
8 Branch Three still outstanding, Borrower F obtained a \$300 loan at 15% from Branch Ten for a total aggregated
9 principal loan amount of \$750 for a 15% fee. On September 2, 2006, Borrower F repaid the August 4th loan
10 from Branch Ten.

11 On September 5, 2006, with the \$450 loan from Branch Three still outstanding, Borrower F obtained a
12 \$350 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$750 for a 15% fee.
13 On September 6, 2006, Borrower F repaid the August 3rd loan from Branch Three. On October 3, 2006,
14 Borrower F repaid the September 5th loan from Branch Ten.

15 On October 3, 2006, Borrower F obtained a \$350 loan for a 15% fee from Branch Ten. On the same
16 day, Borrower F obtained a \$450 loan for a 15% fee from Branch Three for a total aggregated principal loan
17 amount of \$750 for a 15% fee. On November 6, 2006 Borrower F repaid the October 3rd loans from Branch
18 Three and Branch Ten.

19 On November 6, 2006, Borrower F obtained a \$350 loan for a 15% fee from Branch Ten. On that same
20 day Borrower F obtained a \$450 loan for a 15% fee from Branch Three for a total aggregated principal loan
21 amount of \$800 for a 15% fee. On December 4, 2006, Borrower F repaid both November 6th loans from Branch
22 Three and Branch Ten.

23 On December 4, 2006, Borrower F obtained a \$350 loan for a 15% fee from Branch Ten. On that same
24 day Borrower F obtained a \$450 loan for a 15% fee from Branch Three for a total aggregated principal loan
25

1 amount of \$800 for a 15% fee. On February 3, 2006, Borrower F repaid both December 4th loans from Branch
2 Three and Branch Ten.

3 On February 3, 2007 Borrower F obtained a \$350 loan for a 15% fee from Branch Ten. On that same
4 day Borrower F obtained a \$450 loan for a 15% fee from Branch Three for a total aggregated principal loan
5 amount of \$800 for a 15% fee. As of March 15, 2007, Borrower F has failed to make payment on both loans
6 and there is no indication the accounts have been closed.

7 **G. Borrower G**

8 On February 26, 2005 Borrower G obtained a \$400 loan for a 15% fee from Branch Three. On March
9 1, 2005, with the \$400 loan from Branch Three still outstanding, Borrower G obtained a \$400 loan for a 15%
10 fee from Branch Eight for a total aggregated principal loan amount of \$800 for a 15% fee. On March 8, 2005,
11 Borrower G repaid the February 26th loan from Branch Three.

12 On March 10, 2005, with the \$400 loan from Branch Eight still outstanding, Borrower G obtained a
13 \$200 loan for a 15% fee from Branch Three for a total aggregated principal loan amount of \$600 for a 15% fee.

14 On March 23, 2005, Borrower G repaid the March 10th loan from Branch Three and obtained a \$200
15 loan for a 15% fee from Branch Three for a total aggregated principal loan amount of \$600 for a 15% fee. On
16 March 24, 2005, Borrower G repaid the March 1st loan from Branch Eight. On April 8, 2005, Borrower G
17 repaid the March 23rd loan from Branch Three.

18 On March 30, 2005, Borrower G obtained a \$200 loan for a 15% fee from Branch Eight. On April 8,
19 2005, with the \$200 loan from Branch Eight still outstanding, Borrower G obtained a \$400 loan for a 15% fee
20 from Branch Three for a total aggregated principal loan amount of \$600 for a 15% fee.

21 On April 10, 2005, Borrower G repaid the March 30, 2005 loan from Branch Eight and with the \$400
22 loan from Branch Three still outstanding, Borrower G obtained a \$400 loan for a 15% fee from Branch Eight
23 for a total aggregated principal loan amount of \$800 for a 15% fee. On April 23, 2005, Borrower G repaid the
24 April 8th loan from Branch Three and the April 10th loan from Branch Eight.

25

1 On April 23, 2005, Borrower G obtained a \$400 loan for a 15% fee from Branch Three. On May 5,
2 2005, with the \$400 loan from Branch Three still outstanding, Borrower G obtained a \$400 loan for a 15% fee
3 from Branch Eight for a total aggregated principal loan amount of \$800 for a 15% fee. On May 6, 2005,
4 Borrower G repaid the April 23rd loan from Branch Three.

5 On May 21, 2005, with the \$400 loan from Branch Eight still outstanding, Borrower G obtained a \$400
6 loan for a 15% fee from Branch Three for a total aggregated principal loan amount of \$800 for a 15% fee. On
7 May 23, 2005 Borrower G repaid the May 5th loan from Branch Eight.

8 On June 7, 2005, with the \$400 loan from Branch Three still outstanding, Borrower G obtained \$400
9 loan for a 15% fee from Branch Eight for a total aggregated principal loan amount of \$800 for a 15% fee.

10 On June 10, 2005, Borrower G repaid the May 21st loan from Branch Three and with the \$400 loan
11 from Branch Eight still outstanding Borrower G obtained a \$400 loan for a 15% fee for a total aggregated
12 principal loan amount of \$800 for a 15% fee.

13 On June 22, 2005, Borrower G repaid the June 10th loan from Branch Three and with the \$400 loan
14 from Branch Eight still outstanding, Borrower G obtained a \$400 loan for a 15% fee from Branch Three for a
15 total aggregated principal loan amount of \$800 for a 15% fee. On June 23, 2005, Borrower G repaid the June
16 7th loan from Branch Eight.

17 On June 29, 2005, with the \$400 loan from Branch Three still outstanding, Borrower G obtained a \$400
18 loan from Branch Eight for a total aggregated principal loan amount of \$800 for a 15% fee. On July 7, 2005,
19 Borrower G repaid the June 22nd loan to Branch Three and the June 29th loan from Branch Eight.

20 On July 7, 2005, Borrower G obtained a \$400 loan for a 15% fee from Branch Three. On the same day,
21 Borrower G, with the \$400 loan from Branch Three still outstanding obtained a \$400 loan for a 15% fee from
22 Branch Eight for a total aggregated principal loan amount of \$800 for a 15% fee.

23 On July 22, 2005, Borrower G repaid the July 5th loan from Branch Eight and with the \$400 loan from
24 Branch Three still outstanding, Borrower G obtained a \$400 loan for a 15% fee from Branch Eight for a total
25 aggregated principal loan amount of \$800 for a 15% fee.

1 On July 23, 2005, Borrower G repaid the July 7th loan from Branch Three and with the \$400 loan from
2 Branch Eight still outstanding, Borrower G obtained a \$400 loan for a 15% fee from Branch Three for a total
3 aggregated principal loan amount of \$800 for a 15% fee.

4 On August 6, 2005, Borrower G repaid the July 23rd loan from Branch Three and with the \$400 loan
5 from Branch Eight still outstanding, Borrower G obtained a \$400 loan for a 15% fee from Branch Three for a
6 total aggregated principal loan amount of \$800 for a 15% fee.

7 On August 10, 2005, Borrower G repaid the July 22nd loan from Branch Eight and with the \$400 loan
8 from Branch Three still outstanding, Borrower G obtained a \$400 loan for a 15% fee from Branch Eight for a
9 total aggregated principal loan amount of \$800 for a 15% fee.

10 On August 22nd, 2005, Borrower G repaid the August 6th loan from Branch Three and with the \$400
11 loan from Branch Eight still outstanding, Borrower G obtained a \$400 loan for a 15% fee from Branch Three
12 for a total aggregated principal loan amount of \$800 for a 15% fee.

13 On September 8, 2005, Borrower G repaid the August 22nd loan from Branch Three and with the \$400
14 loan from Branch Eight still outstanding, Borrower G obtained a \$400 loan for a 15% fee from Branch Three
15 for a total aggregated principal loan amount of \$800 for a 15% fee.

16 On September 26, 2005, Borrower G repaid the September 8th loan from Branch Three. On that same
17 day, Borrower G, with the \$400 loan from Branch Eight still outstanding obtained a \$400 loan for a 15% fee
18 from Branch Three for a total aggregated principal loan amount of \$800 for a 15% fee.

19 On October 24, 2005, Borrower G repaid the August 8th loan from Branch Eight. On that same day,
20 Borrower G, with the \$400 loan from Branch Three still outstanding obtained a \$400 loan for a 15% fee from
21 Branch Eight for a total aggregated principal loan amount of \$800 for a 15% fee.

22 **H. Borrower H**

23 On August 1, 2005, Borrower H obtained a \$250 loan for a 15% fee from Branch Three. On August
24 20, 2005, Borrower H, with the \$200 loan from Branch Three still outstanding obtained a \$700 loan for a 15%
25 fee from Branch Nine for a total aggregated principal loan amount of \$950 for a 15% fee. On September 1,

1 2005, Borrower H repaid the August 1st loan from Branch Three. On that same day, Borrower H, with the \$700
2 loan from Branch Nine still outstanding, obtained a \$300 loan for a 15% fee from Branch Three for a total
3 aggregated principal loan amount of \$1,000 for a 15% fee.

4 **I. Borrower I**

5 On October 27, 2004, Borrower I obtained a \$500 loan for a 15% fee from Branch Ten. On October
6 30, 2004, with the \$500 loan from Branch Ten still outstanding, Borrower I obtained a \$300 loan for a 15% fee
7 from Branch Three for a total aggregated principal loan amount of \$800 for a 15% fee. On November 9, 2004,
8 Borrower I repaid the October 27th loan from Branch Ten and the October 30th loan from Branch Ten.

9 On November 23, 2005, Borrower I obtained a \$300 loan for a 15% fee from Branch Three. On
10 December 1, 2005, with the \$300 loan from Branch Three still outstanding, Borrower I obtained a \$500 loan for
11 a 15% fee from Branch Ten for a total aggregated principal loan amount of \$800 for a 15% fee.

12 On December 7, 2004, Borrower I repaid the November 23rd loan from Branch Three. On that same
13 day, with the \$500 loan from Branch Ten still outstanding, Borrower I obtained a \$300 loan for a 15% fee from
14 Branch Three for a total aggregated principal loan amount of \$800 for a 15% fee.

15 On December 8, 2004, Borrower I repaid the December 7th loan from Branch Three. On that same
16 day, Borrower I with the \$500 loan from Branch Ten still outstanding, obtained a \$700 loan for a 15% fee from
17 Branch Three for a total aggregated principal loan amount of \$1,200 for a 15% fee. On December 13, 2004,
18 Borrower I repaid the December 1st loan from Branch Ten.

19 On December 17, 2004, Borrower I, with the \$700 loan from Branch Three still outstanding, obtained a
20 \$700 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$1,400 for a 15% fee.

21 On December 20, 2004, Borrower I repaid the December 8th loan from Branch Three. On that same
22 day, Borrower I, with the \$700 loan from Branch Ten still outstanding, obtained a \$700 loan for a 15% fee from
23 Branch Three for a total aggregated principal loan amount of \$1,400 for a 15% fee.

24 On December 30, 2004 Borrower I repaid the December 17th loan from Branch Ten. On that same day,
25 Borrower I, with the \$700 loan from Branch Three still outstanding, obtained a \$200 loan for a 15% fee from

1 Branch Ten for a total aggregated principal loan amount of \$900 for a 15% fee. On January 4, 2005, Borrower
2 I repaid the December 20th loan from Branch Three and the December 30th loan from Branch Ten.

3 On January 4, 2005, Borrower I obtained a \$700 loan for a 15% fee from Branch Three. On that same
4 day, with the \$700 loan from Branch Three still outstanding, Borrower I obtained a \$700 loan for a 15% fee
5 from Branch Ten for a total aggregated principal loan amount of \$1,400 for a 15% fee.

6 On January 22, 2005, Borrower I repaid the January 4th loan from Branch Ten. On that same day, with
7 the \$700 loan from Branch Three still outstanding, Borrower I obtained a \$700 loan from Branch Ten for a total
8 aggregated principal loan amount of \$1,400 for a 15% fee. On February 1, 2005 Borrower I repaid the January
9 4th loan from Branch Three and the January 22nd loan from Branch Ten.

10 On February 1, 2005, Borrower I obtained a \$700 loan for a 15% fee from Branch Three. On that same
11 day, with the \$700 loan from Branch Three still outstanding, Borrower I obtained a \$500 loan for a 15% fee
12 from Branch Ten for a total aggregated principal loan amount of \$1,2 00 for a 15% fee.

13 On February 15, 2005, Borrower I repaid the February 1st loan from Branch Three. On the same day,
14 Borrower I, with the \$500 loan from Branch Ten still outstanding, obtained a \$500 loan for a 15% fee from
15 Branch Three for a total aggregated principal loan amount of \$1,000 for a 15% fee.

16 On February 16, 2005, Borrower I repaid the February 1st loan from Branch Ten. On the same day,
17 Borrower I, with the \$500 loan from Branch Three still outstanding, obtained a \$500 loan for a 15% fee from
18 Branch Ten for a total aggregated principal loan amount of \$1,000 for a 15% fee. On February 25, 2005,
19 Borrower I repaid the February 15th loan from Branch Three and the February 16th loan from Branch Ten.

20 On March 3, 2005, Borrower I obtained a \$700 loan for a 15% fee from Branch Three. On March 4,
21 2005, with the \$700 loan from Branch Three still outstanding, Borrower I obtained a \$700 loan for a 15% fee
22 from Branch Ten for a total aggregated principal loan amount of \$1,4 00 for a 15% fee. On March 15, 2005,
23 Borrower I repaid the March 3rd loan from Branch Three and the March 4th loan from Branch Ten.

1 On March 15, 2005, Borrower I obtained a \$700 loan for a 15% fee from Branch Three. On the same
2 day, with the \$700 loan from Branch Three still outstanding, Borrower I obtained a \$500 loan for a 15% fee
3 from Branch Ten for a total aggregated principal loan amount of \$1,200 for a 15% fee.

4 On March 29, 2005, Borrower I repaid the March 15th loan from Branch Three. On the same day,
5 Borrower I, with the \$500 loan from Branch Ten still outstanding, obtained a \$600 loan for a 15% fee from
6 Branch Three for a total aggregated principal loan amount of \$1,100 for a 15% fee. On March 31, 2005,
7 Borrower I repaid the March 15th loan from Branch Ten.

8 On April 9, 2005, Borrower I, with the \$600 loan from Branch Three still outstanding, obtained a \$300
9 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$900 for a 15% fee. On
10 April 12, 2005, Borrower I repaid the April 9th loan from Branch Ten. On April 14, 2005, Borrower I repaid the
11 March 29th loan from Branch Three.

12 On April 20, 2005, Borrower I obtained a \$700 loan for a 15% fee from Branch Three. On April 22,
13 2005, with the \$700 loan from Branch Three still outstanding, obtained a \$300 loan for a 15% fee from Branch
14 Ten for a total aggregated principal loan amount of \$1000 for a 15% fee.

15 On April 26, 2005, Borrower I repaid the April 20th loan from Branch Three. On the same day,
16 Borrower I, with the \$300 loan from Branch Ten still outstanding, obtained a \$700 loan for a 15% fee from
17 Branch Three for a total aggregated principal loan amount of \$1000 for a 15% fee. On May 10, 2005, Borrower
18 I repaid the April 25th loan from Branch Ten and the April 26th loan from Branch Three.

19 On May 10, 2005, Borrower I obtained a \$700 loan for a 15% fee from Branch Three. On the same
20 day, with the \$700 loan from Branch Three still outstanding, Borrower I obtained a \$700 loan for a 15% fee
21 from Branch Ten for a total aggregated principal loan amount of \$1400 for a 15% fee. On May 24, 2005,
22 Borrower I repaid both May 10th loans to Branch Three and Branch Ten.

23 On May 24, 2005, Borrower I obtained a \$700 loan for a 15% fee from Branch Three. On the same
24 day, with the \$700 loan from Branch Three still outstanding, Borrower I obtained a \$700 loan for a 15% fee
25

1 from Branch Ten for a total aggregated principal loan amount of \$1400 for a 15% fee. On June 6, 2005,
2 Borrower I repaid both May 24th loans to Branch Three and Branch Ten.

3 On June 6, 2005, Borrower I obtained a \$500 loan for a 15% fee from Branch Three. On the same day,
4 with the \$500 loan from Branch Three still outstanding, Borrower I obtained a \$700 loan for a 15% fee from
5 Branch Ten for a total aggregated principal loan amount of \$1200 for a 15% fee. On June 20, 2005, Borrower I
6 repaid both June 6th loans to Branch Three and Branch Ten.

7 On June 20, 2005, Borrower I obtained a \$700 loan for a 15% fee from Branch Three. On June 21,
8 2005, with the \$700 loan from Branch Three still outstanding, Borrower I obtained a \$700 loan for a 15% fee
9 from Branch Ten for a total aggregated principal loan amount of \$1400 for a 15% fee. On July 1, 2005,
10 Borrower I repaid the June 20th loan to Branch Three and the June 21st loan to Branch Ten.

11 On July 1, 2005, Borrower I obtained a \$700 loan for a 15% fee from Branch Three. On the same day,
12 with the \$700 loan from Branch Three still outstanding, Borrower I obtained a \$700 loan for a 15% fee from
13 Branch Ten for a total aggregated principal loan amount of \$1400 for a 15% fee. On July 14, 2005, Borrower I
14 repaid both July 1st loans to Branch Three and Branch Ten.

15 On July 14, 2005, Borrower I obtained a \$500 loan for a 15% fee from Branch Three. On the same day,
16 with the \$500 loan from Branch Three still outstanding, Borrower I obtained a \$700 loan for a 15% fee from
17 Branch Ten for a total aggregated principal loan amount of \$1200 for a 15% fee.

18 On August 1, 2005, Borrower I repaid the July 14th loan from Branch Three. On the Same day,
19 Borrower I, with the \$700 loan from Branch Ten still outstanding, obtained a \$700 loan for a 15% fee from
20 Branch Three for a total aggregated principal loan amount of \$1400 for a 15% fee.

21 On August 5, 2005, Borrower I repaid the July 14th loan from Branch Ten. On the Same day, Borrower
22 I, with the \$700 loan from Branch Three still outstanding, obtained a \$700 loan for a 15% fee from Branch Ten
23 for a total aggregated principal loan amount of \$1400 for a 15% fee. On August 16, 2005, Borrower I repaid
24 the August 1st loan from Branch Three and the August 5th loan from Branch Ten.

25

1 On August 16, 2005, Borrower I obtained a \$700 loan for a 15% fee from Branch Three. On the same
2 day, with the \$700 loan from Branch Three still outstanding, Borrower I obtained a \$700 loan for a 15% fee
3 from Branch Ten for a total aggregated principal loan amount of \$1,400 for a 15% fee. On August 29, 2005,
4 Borrower I repaid both August 16th loans from Branch Three and Branch Ten.

5 On August 29, 2005, Borrower I obtained a \$700 loan for a 15% fee from Branch Three. On the same
6 day, with the \$700 loan from Branch Three still outstanding, Borrower I obtained a \$700 loan for a 15% fee
7 from Branch Ten for a total aggregated principal loan amount of \$1,400 for a 15% fee.

8 On September 12, 2005, Borrower I repaid the August 29th loan to Branch Ten. On the same day, with
9 the \$700 loan from Branch Three still outstanding, Borrower I obtained a \$700 loan for a 15% fee from Branch
10 Ten for a total aggregated principal loan amount of \$1,400 for a 15% fee.

11 On September 17, 2005, Borrower I repaid the August 29th loan to Branch Three. On the same day,
12 with the \$700 loan from Branch Ten still outstanding, Borrower I obtained a \$700 loan for a 15% fee from
13 Branch Three for a total aggregated principal loan amount of \$1,400 for a 15% fee. On November 8, 2005,
14 Borrower I repaid the September 12th loan to Branch Ten and the September 17th loan to Branch Three.

15 On November 8, 2005, Borrower I obtained a \$700 loan for a 15% fee from Branch Three. On the
16 same day, with the \$700 loan from Branch Three still outstanding, Borrower I obtained a \$700 loan for a 15%
17 fee from Branch Ten for a total aggregated principal loan amount of \$1,400 for a 15% fee. On November 21,
18 2005, Borrower I repaid the November 8th loans to Branch Three and Branch Ten.

19 On November 21, 2005, Borrower I obtained a \$700 loan for a 15% fee from Branch Three. On the
20 same day, with the \$700 loan from Branch Three still outstanding, Borrower I obtained a \$700 loan for a 15%
21 fee from Branch Ten for a total aggregated principal loan amount of \$1,400 for a 15% fee.

22 On December 20, 2005, Borrower I repaid the November 21st loan from Branch Ten. On the same day,
23 Borrower I, with the \$700 loan from Branch Three still outstanding, obtained a \$700 loan for a 15% fee from
24 Branch Ten for a total aggregated principal loan amount of \$1,400 for a 15% fee.

25

1 On December 30, 2005, Borrower I repaid the November 21st loan from Branch Three. On the same
2 day, Borrower I, with the \$700 loan from Branch Ten still outstanding, obtained a \$700 loan for a 15% fee from
3 Branch Three for a total aggregated principal loan amount of \$1,400 for a 15% fee.

4 On January 17, 2005, Borrower I repaid the December 30th loan from Branch Three. On the same day,
5 Borrower I, with the \$700 loan from Branch Ten still outstanding, obtained a \$700 loan for a 15% fee from
6 Branch Three for a total aggregated principal loan amount of \$1,400 for a 15% fee.

7 On January 30, 2006, Borrower I repaid the January 17th loan from Branch Three. On the same day,
8 Borrower I, with the \$700 loan from Branch Ten still outstanding, obtained a \$700 loan for a 15% fee from
9 Branch Three for a total aggregated principal loan amount of \$1,400 for a 15% fee. On February 17, 2006,
10 Borrower I repaid the December 20th loan from Branch Ten

11 On February 20, 2006, Borrower I, with the \$700 loan from Branch Three still outstanding, obtained a
12 \$700 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$1,400 for a 15% fee.

13 On March 23, 2006, Borrower I repaid the February 20th loan from Branch Ten. On the same day,
14 Borrower I, with the \$700 loan from Branch Three still outstanding, obtained a \$700 loan for a 15% fee from
15 Branch Ten for a total aggregated principal loan amount of \$1,400 for a 15% fee.

16 On March 30, 2006, Borrower I repaid the December 20th loan from Branch Three. On the same day,
17 Borrower I, with the \$700 loan from Branch Ten still outstanding, obtained a \$700 loan for a 15% fee from
18 Branch Three for a total aggregated principal loan amount of \$1,400 for a 15% fee. On April 7, 2006, Borrower
19 I repaid the March 23rd loan from Branch Ten and the March 30th loan from Branch Three.

20 On April 7, 2006, Borrower I obtained a \$700 loan for a 15% fee from Branch Three. On the same day,
21 with the \$700 loan from Branch Three still outstanding, Borrower I obtained a \$700 loan for a 15% fee from
22 Branch Ten for a total aggregated principal loan amount of \$1,400 for a 15% fee.

23 On April 24, 2006, Borrower I repaid the April 7th loan from Branch Three. On the same day,
24 Borrower I, with the \$700 loan from Branch Ten still outstanding, obtained a \$700 loan for a 15% fee from
25 Branch Three for a total aggregated principal loan amount of \$1,400 for a 15% fee.

1 On April 25, 2006, Borrower I repaid the April 7th loan from Branch Ten. On the same day, Borrower
2 I, with the \$700 loan from Branch Three still outstanding, obtained a \$700 loan for a 15% fee from Branch Ten
3 for a total aggregated principal loan amount of \$1,400 for a 15% fee.

4 On May 8, 2006, Borrower I repaid the April 24th loan from Branch Three. On the same day, Borrower
5 I, with the \$700 loan from Branch Ten still outstanding, obtained a \$700 loan for a 15% fee from Branch Three
6 for a total aggregated principal loan amount of \$1,400 for a 15% fee.

7 On May 22, 2006, Borrower I repaid the May 8th loan from Branch Three. On the same day, Borrower
8 I, with the \$700 loan from Branch Ten still outstanding, obtained a \$700 loan for a 15% fee from Branch Three
9 for a total aggregated principal loan amount of \$1,400 for a 15% fee.

10 On July 3, 2006, Borrower I repaid the April 25th loan from Branch Ten. On the same day, Borrower I,
11 with the \$700 loan from Branch Three still outstanding, obtained a \$700 loan for a 15% fee from Branch Ten
12 for a total aggregated principal loan amount of \$1,400 for a 15% fee.

13 On July 31, 2006, Borrower I repaid the July 3rd loan from Branch Ten. On the same day, Borrower I,
14 with the \$700 loan from Branch Three still outstanding (no sufficient funds - NSF), obtained a \$500 loan for a
15 15% fee from Branch Ten for a total aggregated principal loan amount of \$1,200 for a 15% fee.

16 On August 28, 2006, Borrower I repaid the July 31st loan from Branch Ten. On the same day,
17 Borrower I, with the \$700 loan from Branch Three still outstanding (no sufficient funds - NSF), obtained a \$700
18 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$1,400 for a 15% fee.

19 On September 25, 2006, Borrower I repaid the August 28th loan from Branch Ten. On the same day,
20 Borrower I, with the \$700 loan from Branch Three still outstanding (no sufficient funds - NSF), obtained a \$500
21 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$1,200 for a 15% fee.

22 On October 23, 2006, Borrower I repaid the September 25th loan from Branch Ten. On the same day,
23 Borrower I, with the \$700 loan from Branch Three still outstanding (no sufficient funds - NSF), obtained a \$700
24 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$1,400 for a 15% fee.
25

1 Based upon documents provided by Respondent (generated April 12, 2007), Borrower I has not repaid
2 the May 22nd loan from Branch Three or the October 23rd loan from Branch Ten.

3 **J. Borrower J**

4 On September 11, 2004, Borrower J obtained a \$300 loan for a 15% fee from Branch Ten. On
5 September 18, 2004, with the \$300 loan from Branch Ten still outstanding, Borrower J obtained a \$300 from
6 Branch Two for a total aggregated principal loan amount of \$600 for a 15% fee. On October 9, 2004, Borrower
7 J repaid the September 11th loan from Branch Ten and the September 18th loan from Branch Ten.

8 On October 9, 2004, Borrower J obtained a \$350 loan for a 15% fee from Branch Two. On the same
9 day, with the \$350 loan from Branch Two still outstanding, Borrower J obtained a \$450 from Branch Nine for a
10 total aggregated principal loan amount of \$800 for a 15% fee. On the same day, with the \$350 loan from
11 Branch Two and the \$450 loan from Branch Nine still outstanding, Borrower J obtained a \$400 loan for a 15%
12 fee from Branch Ten for a total aggregated principal loan amount of \$1,200 for a 15% fee. On October 25,
13 2004, Borrower K repaid the October 9th loans from Branches Two, Nine and Ten.

14 On October 25, 2004, Borrower J obtained a \$350 loan for a 15% fee from Branch Two. On the same
15 day, with the \$350 loan from Branch Two still outstanding, Borrower J obtained a \$450 from Branch Nine for a
16 total aggregated principal loan amount of \$800 for a 15% fee. On the same day, with the \$350 loan from
17 Branch Two and the \$450 loan from Branch Nine still outstanding, Borrower J obtained a \$400 loan for a 15%
18 fee from Branch Ten for a total aggregated principal loan amount of \$1,200 for a 15% fee.

19 On November 10, 2004, Borrower J repaid the October 25th loan from Branch Nine. On the same day,
20 with the \$400 loan from Branch Two and the \$350 loan from Branch Ten still outstanding, Borrower J obtained
21 a \$450 loan for a 15% fee from Branch Nine for a total aggregated principal loan amount of \$1,200 for a 15%
22 fee.

23 On November 11, 2004, Borrower J repaid the October 25th loan from Branch Two. On the same day,
24 with the \$400 loan from Branch Ten and the \$450 loan from Branch Nine still outstanding, Borrower J obtained
25

1 a \$350 loan for a 15% fee from Branch Two for a total aggregated principal loan amount of \$1,200 for a 15%
2 fee.

3 On November 12, 2004, Borrower J repaid the October 25th loan from Branch Ten. On the same day,
4 with the \$350 loan from Branch Two and the \$450 loan from Branch Nine still outstanding, Borrower J
5 obtained a \$400 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$1,200 for
6 a 15% fee. On November 26, Borrower J repaid the November 10th loan from Branch Nine, the November 11th
7 loan from Branch Two and the November 12th loan from Branch Ten.

8 On November 26, 2004, Borrower J obtained a \$350 loan for a 15% fee from Branch Two. On the
9 same day, with the \$350 loan from Branch Two still outstanding, Borrower J obtained a \$450 loan for a 15%
10 fee from Branch Nine for a total aggregated principal loan amount of \$800 for a 15% fee. On the same day,
11 with the \$350 loan from Branch Two and the \$450 loan from Branch Nine still outstanding, Borrower J
12 obtained a \$400 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$1,200 for
13 a 15% fee. On December 11, Borrower J repaid the November 26th loans from Branches Nine, Two and Ten.

14 On December 11, 2004, Borrower J obtained a \$400 loan for a 15% fee from Branch Two. On the
15 same day, with the \$400 loan from Branch Two still outstanding, Borrower J obtained a \$450 loan for a 15%
16 fee from Branch Nine for a total aggregated principal loan amount of \$850 for a 15% fee. On the same day,
17 with the \$400 loan from Branch Two and the \$450 loan from Branch Nine still outstanding, Borrower J
18 obtained a \$400 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$1,250 for
19 a 15% fee. On December 24, Borrower J repaid the November 26th loans from Branches Nine, Two and Ten.

20 On December 24, 2004, Borrower J obtained a \$400 loan for a 15% fee from Branch Two. On the
21 same day, with the \$400 loan from Branch Two still outstanding, Borrower J obtained a \$450 loan for a 15%
22 fee from Branch Nine for a total aggregated principal loan amount of \$850 for a 15% fee. On the same day,
23 with the \$400 loan from Branch Two and the \$450 loan from Branch Nine still outstanding, Borrower J
24 obtained a \$400 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$1,250 for
25

1 a 15% fee. On January 10, 2005 Borrower J repaid the December 24th loans from Branches Nine, Two and
2 Ten.

3 On January 10, 2005, Borrower J obtained a \$400 loan for a 15% fee from Branch Two. On the same
4 day, with the \$400 loan from Branch Two still outstanding, Borrower J obtained a \$450 loan for a 15% fee from
5 Branch Nine for a total aggregated principal loan amount of \$850 for a 15% fee. On the same day, with the
6 \$400 loan from Branch Two and the \$450 loan from Branch Nine still outstanding, Borrower J obtained a \$400
7 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$1,250 for a 15% fee. On
8 January 25, 2005 Borrower J repaid the January 10th loans from Branches Nine, Two and Ten.

9 On January 25, 2005, Borrower J obtained a \$400 loan for a 15% fee from Branch Two. On the same
10 day, with the \$400 loan from Branch Two still outstanding, Borrower J obtained a \$450 loan for a 15% fee from
11 Branch Nine for a total aggregated principal loan amount of \$850 for a 15% fee. On the same day, with the
12 \$400 loan from Branch Two and the \$450 loan from Branch Nine still outstanding, Borrower J obtained a \$400
13 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$1,250 for a 15% fee.

14 On February 10, 2005, Borrower J repaid the January 25th loan from Branch Two. On the same day,
15 with the \$400 loan from Branch Ten and the \$450 loan from Branch Nine still outstanding, Borrower J obtained
16 a \$400 loan for a 15% fee from Branch Two for a total aggregated principal loan amount of \$1,250 for a 15%
17 fee. On February 12, 2005, Borrower J repaid the January 25th loans from Branches Nine and Ten.

18 On February 12, 2005, Borrower J, with the \$400 loan from Branch Two still outstanding obtained a
19 \$450 loan for a 15% fee from Branch Nine for a total aggregated principal loan amount of \$850 for a 15% fee.

20 On February 26, 2005, Borrower J, with the \$400 loan from Branch Two and the \$450 loan from
21 Branch Nine still outstanding, obtained a \$400 loan for a 15% fee from Branch Ten for a total aggregated
22 principal loan amount of \$1250 for a 15% fee. On March 10, 2005, Borrower J repaid the February 26th loans
23 from Branches Two, Nine and Ten.

24 On March 10, 2005, Borrower J obtained a \$400 loan for a 15% fee from Branch Two. On the same
25 day, with the \$400 loan from Branch Two still outstanding, Borrower J obtained a \$450 loan for a 15% fee from

1 Branch Nine for a total aggregated principal loan amount of \$850 for a 15% fee. On the same day, with the
2 \$400 loan from Branch Two and the \$450 loan from Branch Nine still outstanding, Borrower J obtained a \$400
3 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$1,250 for a 15% fee. On
4 March 26, 2005, Borrower J repaid the March 10th loans from Branches Two, Nine and Ten.

5 On March 26, 2005, Borrower J obtained a \$400 loan for a 15% fee from Branch Two. On the same
6 day, with the \$400 loan from Branch Two still outstanding, Borrower J obtained a \$450 loan for a 15% fee from
7 Branch Nine for a total aggregated principal loan amount of \$850 for a 15% fee. On the same day, with the
8 \$400 loan from Branch Two and the \$450 loan from Branch Nine still outstanding, Borrower J obtained a \$400
9 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$1,250 for a 15% fee. On
10 April 11, 2005, Borrower J repaid the March 26th loans from Branches Two, Nine and Ten.

11 On April 11, 2005, Borrower J obtained a \$500 loan for a 15% fee from Branch Two. On the same day,
12 with the \$500 loan from Branch Two still outstanding, Borrower J obtained a \$450 loan for a 15% fee from
13 Branch Nine for a total aggregated principal loan amount of \$950 for a 15% fee. On the same day, with the
14 \$500 loan from Branch Two and the \$450 loan from Branch Nine still outstanding, Borrower J obtained a \$500
15 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$1,450 for a 15% fee. On
16 April 23, Borrower J repaid the April 11th loans Branches Two and Ten.

17 On April 23, 2005, Borrower J, with the \$450 loan from Branch Nine still outstanding, obtained a \$500
18 loan for a 15% fee from Branch Two for a total aggregated principal loan amount of \$950 for a 15% fee. On
19 the same day, Borrower J with the \$450 loan from Branch Nine and the \$500 loan from Branch Two still
20 outstanding, obtained a \$550 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount
21 of \$1,500 for a 15% fee. On April 25, 2005, Borrower J repaid the April 11th loan from Branch Nine.

22 On April 25, 2005, Borrower J, with the \$500 loan from Branch Two and the \$550 loan from Branch
23 Ten still outstanding, obtained a \$450 loan for a 15% fee from Branch Nine for a total aggregated principal loan
24 amount of \$1,500 for a 15% fee. On May 10, 2005, Borrower J repaid the April 25th loan from Branch Nine
25 and the April 23rd loans from Branches Two and Ten.

1 On May 10, 2005, Borrower J obtained a \$500 loan for a 15% fee from Branch Two. On the same day,
2 with the \$500 loan from Branch Two still outstanding, Borrower J obtained a \$450 loan for a 15% fee from
3 Branch Nine for a total aggregated principal loan amount of \$950 for a 15% fee. On the same day, with the
4 \$500 loan from Branch Two and the \$450 loan from Branch Nine still outstanding, Borrower J obtained a \$550
5 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$1,500 for a 15% fee. On
6 May 25, 2005, Borrower J repaid the May 10th loans from Branches Two, Nine and Ten.

7 On May 25, 2005, Borrower J obtained a \$500 loan for a 15% fee from Branch Two. On the same day,
8 with the \$500 loan from Branch Two still outstanding, Borrower J obtained a \$450 loan for a 15% fee from
9 Branch Nine for a total aggregated principal loan amount of \$950 for a 15% fee. On the same day, with the
10 \$500 loan from Branch Two and the \$450 loan from Branch Nine still outstanding, Borrower J obtained a \$550
11 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$1,500 for a 15% fee. On
12 June 10, 2005, Borrower J repaid the May 25th loans from Branch Nine.

13 On June 10, 2005, Borrower J, with the \$500 loan from Branch Two and the \$550 loan from Branch
14 Ten still outstanding, obtained a \$450 loan for a 15% fee from Branch Nine for a total aggregated principal loan
15 amount of \$1,500 for a 15% fee. On June 11, 2005, Borrower J repaid the May 25th loans from Branch Two
16 and Ten.

17 On June 11, 2005, Borrower J, with the \$450 loan from Branch Nine still outstanding, obtained a \$500
18 loan for a 15% fee from Branch Two for a total aggregated principal loan amount of \$950 for a 15% fee. On
19 the same day, with the \$450 loan from Branch Nine and the \$500 loan from Branch Two still outstanding,
20 Borrower J obtained a \$550 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of
21 \$1,500 for a 15% fee.

22 On June 23, 2005, Borrower J repaid the June 10th loan from Branch Nine. On the same day, with the
23 \$500 loan from Branch Two and the \$550 loan from Branch Ten still outstanding, Borrower J obtained \$450
24 loan for a 15% fee from Branch Nine for a total aggregated principal loan amount of \$1,500 for a 15% fee.
25

1 On June 24, 2005, Borrower J repaid the June 11th loans from Branches Two and Ten. On the same
2 day, with the \$450 loan from Branch Nine still outstanding, Borrower J obtained \$500 loan for a 15% fee from
3 Branch Two for a total aggregated principal loan amount of \$950 for a 15% fee. Also on that same day, and
4 with the \$450 loan from Branch Nine and the \$500 loan from Branch Two still outstanding, Borrower J
5 obtained a \$550 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$1,500 for
6 a 15% fee. On July 9, 2005, Borrower J repaid the June 23rd loan from Branch Nine and the June 24th loan from
7 Branch Ten. On July 11, 2005, Borrower J repaid the June 24th loan from Branch Two.

8 On October 8, 2005, Borrower J obtained a \$500 loan for a 15% fee from Branch Two. On October 15,
9 2005, with the \$500 loan from Branch Two still outstanding, Borrower J obtained \$450 loan for a 15% fee from
10 Branch Ten for a total aggregated principal loan amount of \$950 for a 15% fee.

11 On October 20, 2005, with the \$500 loan from Branch Two and the \$450 loan from Branch Ten still
12 outstanding, Borrower J obtained a \$400 loan for a 15% fee from Branch Nine for a total aggregated principal
13 loan amount of \$1,450 for a 15% fee. On October 25, 2005, Borrower J repaid the October 8th loan from
14 Branch Two, the October 15th loan from Branch Ten and the October 20th loan from Branch Nine.

15 On October 25, 2005, Borrower J obtained a \$700 loan for a 15% fee from Branch Two. On the same
16 day, with the \$700 loan from Branch Two still outstanding, Borrower J obtained a \$400 loan for a 15% fee from
17 Branch Nine for a total aggregated principal loan amount of \$1,100 for a 15% fee. On the same day, with the
18 \$700 loan from Branch Two and the \$400 loan from Branch Nine still outstanding, Borrower J obtained a \$400
19 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$1,500 for a 15% fee. On
20 November 11, 2005, Borrower J repaid the October 25th loans from Branches Two, Nine and Ten.

21 On November 11, 2005, Borrower J obtained a \$700 loan for a 15% fee from Branch Two. On the
22 same day, with the \$700 loan from Branch Two still outstanding, Borrower J obtained a \$500 loan for a 15%
23 fee from Branch Nine for a total aggregated principal loan amount of \$1,200 for a 15% fee. On the same day,
24 with the \$700 loan from Branch Two and the \$500 loan from Branch Nine still outstanding, Borrower J
25 obtained a \$500 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$1,700 for

1 a 15% fee. On November 25, 2005, Borrower J repaid the November 11th loans from Branches Two, Nine and
2 Ten.

3 On November 25, 2005, Borrower J obtained a \$700 loan for a 15% fee from Branch Two. On the
4 same day, with the \$700 loan from Branch Two still outstanding, Borrower J obtained a \$500 loan for a 15%
5 fee from Branch Nine for a total aggregated principal loan amount of \$1,200 for a 15% fee. On the same day,
6 with the \$700 loan from Branch Two and the \$500 loan from Branch Nine still outstanding, Borrower J
7 obtained a \$500 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$1,700 for
8 a 15% fee. On December 9, 2005, Borrower J repaid the November 25th loan from Branch Nine. On
9 December 10, 2005, Borrower J repaid the November 11th loans from Branches Two and Ten.

10 On December 10, 2005, Borrower J obtained a \$700 loan for a 15% fee from Branch Two. On the
11 same day, Borrower J, with the \$700 loan from Branch Two still outstanding obtained a \$500 loan for a 15%
12 fee from Branch Ten for a total aggregated principal loan amount of \$1,200 for a 15% fee. On December 27,
13 2005, Borrower J repaid the December 10th loans from Branches Two and Ten.

14 On December 27, 2005, Borrower J obtained a \$700 loan for a 15% fee from Branch Two. On January
15 7, 2006, Borrower J with the \$700 loan from Branch Two still outstanding obtained a \$500 loan for a 15% fee
16 from Branch Ten for a total aggregated principal loan amount of \$1,200 for a 15% fee. On January 9, 2006,
17 with the \$700 loan from Branch Two and the \$500 loan from Branch Ten still outstanding, Borrower J obtained
18 a \$500 loan for a 15% fee from Branch Nine for a total aggregated principal loan amount of \$1,700 for a 15%
19 fee.

20 On January 10, 2006, Borrower J repaid the December 27th loan from Branch Two. On that same day,
21 Borrower J, with the \$500 loan from Branch Nine and the \$500 loan from Branch Ten still outstanding,
22 obtained a \$700 loan for a 15% fee from Branch Two for a total aggregated principal loan amount of \$1,700 for
23 a 15% fee. On January 25, 2006, Borrower J repaid the January 7th loan from Branch Ten, the January 9th loan
24 from Branch Nine and the January 10th loan from Branch Two.

25

1 On January 25, 2006, Borrower J obtained a \$700 loan for a 15% fee from Branch Two. On the same
2 day, with the \$700 loan from Branch Two still outstanding, Borrower J obtained a \$500 loan for a 15% fee from
3 Branch Nine for a total aggregated principal loan amount of \$1,200 for a 15% fee. On the same day, with the
4 \$700 loan from Branch Two and the \$500 loan from Branch Nine still outstanding, Borrower J obtained a \$500
5 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$1,700 for a 15% fee. On
6 February 10, Borrower J repaid the January 25th loans from Branches Two and Nine.

7 On February 10, 2006, Borrower J, with the \$500 loan from Branch Ten still outstanding obtained \$500
8 loan for a 15% fee from Branch Nine and a \$700 loan for a 15% fee from Branch Two for a total aggregated
9 principal loan amount of \$1,700 for a 15% fee. On February 13, 2006, Borrower J repaid the January 25th loan
10 from Branch Ten.

11 On February 13, 2006, Borrower J, with the \$500 loan from Branch Nine and the \$700 loan from
12 Branch Two still outstanding, obtained a \$500 loan for a 15% fee from Branch Ten for a total aggregated
13 principal loan amount of \$1,700 for a 15% fee. On February 24, 2006, Borrower J repaid the February 10th
14 loans from Branch Two and Branch Nine.

15 On February 24, 2006, Borrower J, with the \$500 loan from Branch Ten still outstanding, obtained a
16 \$700 loan for a 15% fee from Branch Two and a \$500 loan for a 15% fee from Branch Nine for a total
17 aggregated principal loan amount of \$1,700 for a 15% fee. On February 25, 2006, Borrower J repaid the
18 February 13th loan from Branch Ten.

19 On February 25, 2006, Borrower J, with the \$500 loan from Branch Nine and the \$700 loan from
20 Branch Two still outstanding, obtained a \$500 loan for a 15% fee from Branch Ten for a total aggregated
21 principal loan amount of \$1,700 for a 15% fee.

22 On March 10, 2006, Borrower J repaid the February 24th loan from Branch Nine. On that same day,
23 with the \$700 loan from Branch Two and the \$500 loan from Branch Ten still outstanding, Borrower J obtained
24 a \$500 loan for a 15% fee from Branch Nine for a total aggregated principal loan amount of \$1,700 for a 15%
25 fee.

1 On March 13, 2006, Borrower J repaid the February 24th loan from Branch Two and the February 25th
2 loan from Branch Ten. On that same day, with the \$500 loan from Branch Nine still outstanding, Borrower J
3 obtained a loan \$700 loan for a 15% fee from Branch Two and a \$500 loan for a 15% fee from Branch Ten for a
4 total aggregated principal loan amount of \$1,700 for a 15% fee.

5 On March 24, 2006, Borrower J repaid the March 10th loan from Branch Nine. On the same day, with
6 the \$700 loan from Branch Two and the \$500 loan from Branch Ten still outstanding, Borrower J obtained a
7 \$600 loan for a 15% fee from Branch Nine for a total aggregated principal loan amount of \$1,800 for a 15% fee.

8 On March 25, 2006, Borrower J repaid the March 13th loans from Branches Two and Ten. On the same
9 day, with \$600 loan from Branch Nine still outstanding, Borrower J obtained a \$700 loan for a 15% fee from
10 Branch Two and a \$500 loan for a 15% fee from Branch Ten for a for a total aggregated principal loan amount
11 of \$1,800 for a 15% fee. On April 10, 2006, Borrower J repaid the March 24th loan from Branch Nine and the
12 March 25th loans from Branches Two and Ten.

13 On April 10, 2006, Borrower J obtained a \$700 loan for a 15% fee from Branch Two. On the same day,
14 with the \$700 loan from Branch Two still outstanding, Borrower J obtained a \$600 loan for a 15% fee from
15 Branch Nine for a total aggregated principal loan amount of \$1,300 for a 15% fee. On the same day, with the
16 \$700 loan from Branch Two and the \$600 loan from Branch Nine still outstanding, Borrower J obtained a \$500
17 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$1,800 for a 15% fee. On
18 April 25, 2006, Borrower J repaid the April 10th loans from Branches Two, Nine and Ten.

19 On April 25, 2006, Borrower J obtained a \$700 loan for a 15% fee from Branch Two. On the same day,
20 with the \$700 loan from Branch Two still outstanding, Borrower J obtained a \$600 loan for a 15% fee from
21 Branch Nine for a total aggregated principal loan amount of \$1,300 for a 15% fee. On the same day, with the
22 \$700 loan from Branch Two and the \$600 loan from Branch Nine still outstanding, Borrower J obtained a \$500
23 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$1,800 for a 15% fee. On
24 May 10, 2006, Borrower J repaid the April 25th loans from Branches Two, Nine and Ten.

25

1 On May 10, 2006, Borrower J obtained a \$700 loan for a 15% fee from Branch Two. On the same day,
2 with the \$700 loan from Branch Two still outstanding, Borrower J obtained a \$600 loan for a 15% fee from
3 Branch Nine for a total aggregated principal loan amount of \$1,300 for a 15% fee. On the same day, with the
4 \$700 loan from Branch Two and the \$600 loan from Branch Nine still outstanding, Borrower J obtained a \$500
5 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$1,800 for a 15% fee. On
6 May 25, 2006, Borrower J repaid the May 10th loans from Branches Two, Nine and Ten.

7 On May 25, 2006, Borrower J obtained a \$700 loan for a 15% fee from Branch Two. On the same day,
8 with the \$700 loan from Branch Two still outstanding, Borrower J obtained a \$600 loan for a 15% fee from
9 Branch Nine for a total aggregated principal loan amount of \$1,300 for a 15% fee. On the same day, with the
10 \$700 loan from Branch Two and the \$600 loan from Branch Nine still outstanding, Borrower J obtained a \$500
11 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$1,800 for a 15% fee.

12 On June 9, Borrower J repaid the May 25th loans from Branches Two and Nine. On the same day,
13 Borrower J, with the \$500 loan from Branch Ten still outstanding obtained a \$700 loan for a 15% fee from
14 Branch Two and a \$600 loan for a 15% fee from Branch Nine for a total aggregated principal loan amount of
15 \$1,800 for a 15% fee.

16 On June 26, 2006, Borrower J repaid the June 9th loans from Branches Two and Nine. On the same
17 day, Borrower J, with the \$500 loan from Branch Ten still outstanding obtained a \$700 loan for a 15% fee from
18 Branch Two and a \$600 loan for a 15% fee from Branch Nine for a total aggregated principal loan amount of
19 \$1,800 for a 15% fee.

20 On July 3, 2006 Borrower J repaid the May 25th loan from Branch Ten. On the same day, with the
21 \$700 loan from Branch Two and the \$600 loan from Branch Nine still outstanding, Borrower J obtained a \$600
22 loan for a 15% fee from Branch Ten for a total aggregated principal loan amount of \$1,900 for a 15% fee.

23 On July 10, 2006, Borrower J repaid the June 26th loan from Branch Nine. On the same day, with the
24 \$700 loan from Branch Two and the \$600 loan from Branch Ten still outstanding, Borrower J obtained a \$650
25 loan for a 15% fee from Branch Nine for a total aggregated principal loan amount of \$1,950 for a 15% fee.

1 On July 25, 2006, Borrower J repaid the July 10th loan from Branch Nine and the July 3rd loan from
2 Branch Ten. On the same day, with the \$700 loan from Branch Two still outstanding, Borrower J obtained a
3 \$650 loan for a 15% fee from Branch Nine and a \$600 loan from Branch Ten for a total aggregated principal
4 loan amount of \$1,950 for a 15% fee.

5 On August 10, 2006, Borrower J repaid the June 26th loan from Branch Two. On August 11, 2006,
6 Borrower J repaid the July 25th loans from Branches Nine and Ten.

7 **K. Borrower K**

8 On April 1, 2006, Borrower K obtained a \$450 loan for a 15% fee from Branch Three. On July 8,
9 2006, with the \$450 loan from Branch Three still outstanding, Borrower K obtained a \$700 loan from Branch
10 Ten for a total aggregated principal loan amount of \$1,150 for a 15% fee. On November 8, 2006, Respondent
11 charged-off Borrower K's April 1st loan from Branch Three. As of March 21, 2007, based upon documents
12 provided by Respondents, Borrower K still owed the July 8, 2006 loan from Branch Ten.

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14 **1.4 Failure to Respond Completely to Directive.** Based on information produced by Respondents
15 pursuant to issued subpoenas, the Respondents have failed to produce documents demanded by the Director (or
16 his designee) pursuant to RCW 31.45.110(1)(j). Between March 19, 2007 and March 20, 2007, the Department
17 of Financial Institutions issued subpoenas pursuant to RCW 31.45.100 to Respondent for the production of
18 customer files located in Branches Two, Three, Seven, Eight, Nine, Ten and Eleven. The subpoenas demanded
19 the immediate production of about two-hundred and fifty specific customer files. The Respondents provided
20 the Department with a response to the subpoenas on March 30, 2007 and supplemented the response on April 9,
21 2007 and again on April 25, 2007. A review of the responses provided by the Respondents indicates no
22 information or only partial information has been provided for at least thirty-eight (38) customer files requested
23 by the Department.

24 **1.5 False Statements or Omissions of Material Fact on Application.** Addendum Nine (9) of the Check
25 Cashier/Seller License Application requires applicants to disclose current or prior "regulatory enforcement

1 actions ... against the applicant in any state.” Respondents’ application, filed with the Department on November
2 10, 1995, states that “there has never been any regulatory enforcement action against the applicant, WCS Loans,
3 Inc., in any state.” Respondent Gill did not disclose the administrative action taken against him individually by
4 the Attorney General of the State of Virginia on September 22, 1993, permanently enjoining Respondent Gill
5 from engaging in the business of making small loans in that state.

6 **1.6 Failing to Preserve such Books, Accounts, and Records.** Based on information produced by
7 Respondents pursuant to issued subpoenas and examinations, the Respondent’s have failed to preserve books,
8 accounts, and records for the required two year period pursuant to RCW 31.45.060(2) and WAC 208-630-600,
9 610, 640 and 670. Specifically, all of the files and information that the Department demanded pursuant to
10 subpoena as outlined in Section 1.4 above have not been provided and have not been preserved.

11 **1.7 Failure to Disclose Significant Developments.** Respondents failed to disclose a significant
12 development to the Department. In particular, on July 14, 2005, Respondent Gill was convicted of Assault in
13 the Second Degree, a Class B Felony, in Pierce County Superior Court. Respondent Gill failed to notify the
14 Department of his conviction.

15 **1.8 On-Going Investigation.** The Department’s investigation into the alleged violations of the Act by
16 Respondents continues to date.

18 II. GROUNDS FOR ENTRY OF ORDER

19 **2.1 Statutory Maximum Principal Amount of Small Loan.** Based on the Factual Allegations set forth in
20 Section I above, Respondents are in apparent violation of RCW 31.45.073(2)(3) for making small loans to any
21 single borrower with aggregated principal exceeding seven hundred dollars (\$700.00) at any one time.

22 **2.2 False Statements or Omissions of Material Fact on Application.** Based on the Factual Allegations
23 set forth in Section I above, Respondents are in apparent violation of RCW 31.45.110(1)(e) for providing false
24 statements or omissions of material information on the application that, if known, would have allowed the
25 director to deny the application for the original license

1 **2.3 Failure to Disclose Significant Developments.** Based on the Factual Allegations set forth in Section I
2 above, Respondents are in apparent violation of WAC 208-630-460 for failing to disclose a significant
3 development to the Department.

4 **2.4 Statutory Maximum Interest Charges and Fees.** Based upon Factual Allegations set forth in Section
5 I above, Respondents are in apparent violation of RCW 31.45.073(3) for charging interest and/or fees in excess
6 of the permissible statutory amount.

7 **2.5 Failure to Produce Documents.** Based on Factual Allegations set for in Section I above, Respondents
8 are in apparent violation of RCW 31.45.110(1)(j) for failing, upon demand by the director or the director's
9 designee, to disclose any information within his or her knowledge to, or to produce any document, book or
10 record in his or her possession for inspection of, the director or director's designee.

11 **2.6 Failure to Maintain Records.** Based on Factual Allegations set for in Section I above, Respondents
12 are in apparent violation of 31.45.060 and WAC 208-630-600, 610, 640 and 670 for failing to preserve such
13 books, accounts, and records as required by the director for at least two years from the completion of small loan
14 transactions.

15 16 **III. AUTHORITY TO IMPOSE SANCTIONS**

17 **3.1 Authority to Issue Cease and Desist Order.** Pursuant to RCW 31.45.110, the Director is authorized
18 to issue a cease and desist order if a licensee is violating or has violated the Act including rules and orders;
19 commits any act or engages in conduct that demonstrates incompetence or untrustworthiness or is a source of
20 injury or loss to the public; provides false statements or omissions of material fact on the application that, if
21 known, would have allowed the director to deny the application for the original license; or knowingly commits
22 or is a party to any material fraud, misrepresentation, concealment, conspiracy, collusion, trick, scheme, or
23 device whereby any other person relying upon the word, representation, or conduct acts to his or her injury or
24 damage.

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1 **3.2 Authority to Revoke License.** Pursuant to RCW 31.45.110, the Director may revoke a license if a
2 licensee is violating or has violated the Act including rules and orders; commits any act or engages in conduct
3 that demonstrates incompetence or untrustworthiness or is a source of injury or loss to the public; provides false
4 statements or omissions of material fact on the application that, if known, would have allowed the director to
5 deny the application for the original license; or knowingly commits or is a party to any material fraud,
6 misrepresentation, concealment, conspiracy, collusion, trick, scheme, or device whereby any other person
7 relying upon the word, representation, or conduct acts to his or her injury or damage.

8 **3.3 Authority to Impose Fine.** Pursuant to RCW 31.45.110, the Director may impose a fine, not to exceed
9 one hundred dollars per day for each day's violation of the Act, on any licensee or applicant, or any director,
10 officer, sole proprietor, partner, controlling person, or employee of a licensee or applicant, that is violating or
11 has violated the Act including rules and orders; commits any act or engages in conduct that demonstrates
12 incompetence or untrustworthiness or is a source of injury or loss to the public; provides false statements or
13 omissions of material fact on the application that, if known, would have allowed the director to deny the
14 application for the original license; or knowingly commits or is a party to any material fraud, misrepresentation,
15 concealment, conspiracy, collusion, trick, scheme, or device whereby any other person relying upon the word,
16 representation, or conduct acts to his or her injury or damage.

17 **3.4 Authority to Order Restitution.** Pursuant to RCW 31.45.110(2)(d), the Director may order restitution
18 to borrowers damaged by the licensee's violation of this chapter.

19 **3.5 Authority to Remove and Ban from the Industry.** Pursuant to RCW 31.45.110, the Director may
20 remove from office or ban from participation in the conduct of the affairs of any licensee any director, officer,
21 sole proprietor, partner, controlling person, or employee of a licensee that is violating or has violated the Act
22 including rules and orders; commits any act or engages in conduct that demonstrates incompetence or
23 untrustworthiness or is a source of injury or loss to the public; provides false statements or omissions of
24 material fact on the application that, if known, would have allowed the director to deny the application for the
25 original license; or knowingly commits or is a party to any material fraud misrepresentation, concealment,

1 conspiracy, collusion, trick, scheme, or device whereby any other person relying upon the word, representation,
2 or conduct acts to his or her injury or damage.

3 **3.6 Authority to Collect Investigation Fee.** Pursuant to RCW 31.45.050(1), RCW 31.45.100, WAC 208-
4 630-015, WAC 208-630-020, WAC 208-630-023 and WAC 208-630-02303, the Director shall collect from the
5 licensee the actual cost of an examination or investigation of the business, books, accounts, records, files, or other
6 information of a licensee or person who the Director has reason to believe is engaging in the business governed by
7 the Act. The investigation charge will be calculated at the rate of sixty-nine dollars and one cent (\$69.01) per hour
8 that each staff person devoted to the investigation, plus actual expenses.

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12 **IV. ORDER TO CEASE AND DESIST**

13 Based on the above Factual Findings and Grounds for Entry of Order and pursuant to RCW
14 31.45.110(1)(b), RCW 31.45.110(1)(c), and RCW 31.45.110(2)(b), the Director determines the acts and
15 conduct of Respondents WCS Loans, Inc., d/b/a Advance Til Payday and Loren C. Gill, and the continuation of
16 such conduct, is likely to cause substantial injury to the public. Therefore, the Director ORDERS that:

17 **4.1** Respondents WCS Loans, Inc., d/b/a Advance Til payday and Loren C. Gill are to immediately cease
18 and desist from the making of small loans in excess of the statutory maximum at any one location or from
19 multiple locations.

20 **4.2** Respondents WCS Loans, Inc., d/b/a Advance Til Payday and Loren C. Gill are to retain all records of
21 any small loan or loan activity and make these records immediately available for the Department's inspection.

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1 **V. NOTICE OF INTENTION TO ENTER ORDER**

2 Respondents' violations of the provisions of chapter 31.45 RCW and chapter 208-630 WAC, as set forth in
3 the above Factual Allegations and Grounds for Entry of Order, constitute a basis for the entry of an Order under
4 RCW 31.45.110 and RCW 31.45.200. Therefore, it is the Director's intention to ORDER that:

5 **5.1** Respondent WCS Loans, Inc., d/b/a Advance Til Payday's license to conduct the business of a check
6 cashier with a small loan endorsement be revoked.

7 **5.2** Respondents WCS Loans, Inc., d/b/a Advance Til Payday and Loren C. Gill jointly and severally pay a fine
8 of \$933,400.00 for the following:

9 A. \$289,600.00 for making small loans in excess of the statutory maximum in violation of RCW
31.45.073(2) calculated at \$100 per day per violation as follows:

- 10 a. Twenty two (22) small loans to Borrower A for 340 days (\$34,000).
11 b. Nine (9) small loans to Borrower B for 204 days (\$20,400).
12 c. Ten (10) small loans to Borrower C for 227 days (\$22,700).
13 d. Fourteen (14) small loans to Borrower D for 82 days (\$8,200).
14 e. Two (2) small loans to Borrower E for 7 days (\$700).
15 f. Twenty-seven (27) small loans to Borrower F for 338 days (\$33,800).
16 g. Twenty-four (24) small loans to Borrower G for 229 days (\$22,900).
17 h. Three (3) small loans to Borrower H for 45 days (\$4,500).
18 i. Sixty-eight (68) small loans to Borrower I for 731 days (\$73,100).
19 j. One-hundred nine (109) small loans to Borrower J for 660 days (\$66,000).
20 k. Two (2) small loans to Borrower K for 123 days (\$12,300).

21 B. \$314,700.00 for charging interest or fees in excess of the statutory maximum in violation of RCW
22 31.45.073(3) calculated at \$100 per day per violation as follows:

- 23 a. Twenty two (22) small loans to Borrower A for 340 days (\$34,000).
24 b. Nine (9) small loans to Borrower B for 204 days (\$20,400).
25 c. Ten (10) small loans to Borrower C for 227 days (\$22,700).
d. Fourteen (14) small loans to Borrower D for 82 days (\$8,200).
e. Two (2) small loans to Borrower E for 7 days (\$700).
f. Twenty-seven loans to Borrower F for 462 days (\$46,200).
g. Twenty-four (24) small loans to Borrower G for 246 days (\$24,600).
h. Three (3) small loans to Borrower H for 45 days (\$4,500).
i. Sixty-eight (68) small loans to Borrower I for 736 days (\$73,600).
j. One-hundred nine (109) small loans to Borrower J for 675 days (\$67,500).
k. Two (2) small loans to Borrower K for 123 days (\$12,300).

C. \$36,500.00 for making false statements or omissions of material fact on an application in violation
of RCW 31.45.110(1)(e), calculated at \$100 per day for 365 days.

1 D. \$76,000.00 for failing to produce documents requested by the Director or a designee in violation of
2 RCW 31.45.110(1)(j), calculated at \$100 per customer file per day for 20 days (from April 25, 2007 x
3 38 customer files).

4 E. \$216,600.00 for failing to maintain records in violation of RCW 31.45.050 and WAC 208-630-
5 600, 610, 640 and 670, calculated at \$100 per day per violation for 57 days from March 19, 2007 (38
6 files).

7 **5.3** Respondents WCS Loans, Inc., d/b/a Advance Til Payday and Loren C. Gill shall jointly and severally pay
8 restitution to all affected borrowers in an amount to be determined at hearing (whether or not such borrowers are
9 specifically referred to in the Statement of Charges) for any interest or fees collected on any small loans made in
10 excess of the statutory maximum loan amount or the maximum statutory interest amount from September 2004
11 through the date of this order. At a minimum, the Respondents shall jointly and severally pay restitution to all
12 affected borrowers, specifically referred to within this Statement of Charges, including, but not limited to, at least
13 \$1,940.00 collected from Borrower A, at least \$845.00 collected from Borrower B, at least \$560.00 collected from
14 Borrower C, at least \$877.50 collected from Borrower D, at least \$152.50 collected from Borrower E, at least
15 \$1,712.50 collected from Borrower F, at least \$1594.00 collected from Borrower G, at least \$215.00 collected from
16 Borrower H, at least \$6,599.00 collected from Borrower I, at least \$8,144.00 collected from Borrower J, and at least
17 \$200.50 collected from Borrower K as discussed in paragraph 1.3.

18 **5.4** Respondent WCS Loans, Inc., d/b/a Advance Til Payday be banned from participation in the conduct of the
19 affairs of any check casher or check casher with a small loan endorsement subject to licensure by the Director, in
20 any manner for a period of five (5) years.

21 **5.5** Respondent Loren C. Gill be banned from participation in the conduct of the affairs of any check casher or
22 check casher with a small loan endorsement or check seller subject to licensure by the Director, in any manner for a
23 period of five (5) years.

24 **5.6** Respondent WCS Loans, Inc., d/b/a Advance Til Payday pay an investigation fee in the amount of
25 \$27,604.00, calculated at \$69.01 per hour for the one hundred eighty (400) staff hours devoted to the investigation.

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VI. AUTHORITY AND PROCEDURE

This Amended Statement of Charges, Order to Cease and Desist, and Notice of Intention to Enter an Order to Revoke License, Impose Fine, Order Restitution, Ban from Industry, and Collect Investigation Fee is entered pursuant to the provisions of RCW 31.45.110 and RCW 31.45.200, and is subject to the provisions of chapter 34.05 RCW (The Administrative Procedure Act). Respondents may make a written request for a hearing as set forth in the NOTICE OF OPPORTUNITY TO DEFEND AND OPPORTUNITY FOR HEARING accompanying this Amended Statement of Charges.

Dated this 15th day of May, 2007.

Deborah Bortner

DEBORAH BORTNER
Director
Division of Consumer Services
Department of Financial Institutions

Presented by:

WJ Halstead

WILLIAM J. HALSTEAD
Financial Legal Examiner



Approved by:

James R. Brusselback

JAMES R. BRUSSELBACK
Enforcement Chief

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**STATE OF WASHINGTON
DEPARTMENT OF FINANCIAL INSTITUTIONS
DIVISION OF CONSUMER SERVICES**

IN THE MATTER OF DETERMINING:
Whether there has been a violation of the Check
Cashers and Sellers Act of Washington by:

WCS LOANS, INC., d/b/a
ADVANCE TIL PAYDAY,
and LOREN C. GILL, President and Owner,

Respondents.

C-06-100-06-SC02

NOTICE OF OPPORTUNITY TO DEFEND
AND OPPORTUNITY FOR HEARING

THE STATE OF WASHINGTON TO:

WCS Loans, Inc., d/b/a Advance Til Payday
Loren C. Gill

YOU ARE HEREBY NOTIFIED that a STATEMENT OF CHARGES has been filed by the Department
of Financial Institutions, a true and correct copy of which is attached and made a part hereof.

YOU ARE HEREBY NOTIFIED that you may file an application for an adjudicative hearing before the
Washington State Department of Financial Institutions on the Statement of Charges. Service of this notice is
deemed complete upon deposit in the United States mail. YOUR APPLICATION MUST BE RECEIVED BY
THE DEPARTMENT OF FINANCIAL INSTITUTIONS WITHIN TWENTY (20) DAYS FROM THE DATE
YOU RECEIVED THIS NOTICE. If you demand a hearing, you will be notified of the time and place for the
hearing at least seven (7) days in advance of the hearing date.

At the hearing, you may appear personally, and by counsel, if you desire. The hearing will be as informal
as is practical within the requirements of the Administrative Procedure Act (see chapter 34.05 RCW). The hearing
will be recorded. The primary concern will be getting to the truth of the matter insofar as the Statement of Charges
is concerned. Technical rules of evidence will not be binding at the hearing except for the rules of privilege
recognized by law. You have the right to present evidence and witnesses in your own behalf, and to cross-examine
those witnesses presented in support of the Statement of Charges. You may require the attendance of witnesses by
subpoena. If you are limited English-speaking or hearing impaired, you have the right to have an interpreter
appointed at no cost to you, as discussed below.

