FILED
JUL 26 2013
STATE OF OKLAHOMA
DEPARTMENT OF
CONSUMER CREDIT

**BEFORE THE ADMINISTRATOR OF CONSUMER CREDIT**
**STATE OF OKLAHOMA**

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| STATE OF OKLAHOMA, ex rel., DEPARTMENT OF CONSUMER CREDIT | ) | |
| Petitioner | ) | |
| v. | ) | Case No. 13-0163-DIS |
| SCIL, INC., d/b/a SPEEDY CASH | ) | |
| Respondent | ) | |

**CONSENT ORDER**

The Petitioner, State of Oklahoma, ex rel., Department of Consumer Credit ("Petitioner") and the Respondent, SCIL, Inc., d/b/a Speedy Cash ("Respondent"), voluntarily enter into this Consent Order as an informal disposition of this individual proceeding to avoid litigation. The Respondent agrees to waive its right to a hearing under the Oklahoma Administrative Procedures Act and both parties agree as follows:

1. The Petitioner restates and incorporates by reference the Allegations of Fact made by the Petitioner in the Notice and Order of Hearing filed June 6, 2013 in this matter as follows:

i. The Respondent is a licensed deferred deposit lender in the State of Oklahoma, license number DDL00731, address of record at 3611 N. Ridge Road, Wichita Kansas 67025;

ii. The Respondent is a foreign for profit business corporation registered with the Oklahoma Secretary of State, filing number 2312193675;

iii. The Petitioner conducted an examination of the Respondent's deferred deposit loan transactions on November 28, 2012 at the business location and address of record of the Respondent,3611 N. Ridge Road, Wichita, Kansas 67025;

iv. The Respondent made deferred deposit loans to

debtors prior to 8:00 a.m. of the second business day after a fifth consecutive deferred deposit loan had been paid in full by the debtors as follows:

(a) Lisa Beneux, fifth consecutive deferred deposit loan agreement paid in full October 12, 2012; Respondent entered into a new deferred deposit loan agreement with the debtor October 12, 2012.

(b) Kelley Cheek, fifth consecutive deferred deposit loan agreement paid in full December 8, 2012; Respondent entered into a new deferred deposit loan agreement with the debtor December 9, 2012.

(c) David Tillotson, fifth consecutive deferred deposit loan agreements paid in full August 1, 2012; Respondent entered into a new deferred deposit loan agreement with the debtor August 1, 2012.

(d) Karessa Wallace, fifth consecutive deferred deposit loan agreement was paid in full on December 20, 2012; Respondent entered into a new deferred deposit loan agreement with the debtor on December 21, 2012.

(e) Daniel Reed, fifth consecutive deferred deposit loan agreement was paid in full on August 8, 2012; Respondent entered into a new deferred deposit loan agreement with the debtor on August 8, 2012.

(f) Dee Terrell, fifth consecutive deferred deposit loan agreement was paid in full on August 16, 2012; Respondent entered into a new deferred deposit loan agreement with the debtor on August 16, 2012.

(g) Shelly Starr, fifth consecutive deferred deposit loan agreement was paid in full on June 20, 2011; Respondent entered into a new deferred deposit loan agreement with the debtor on June 21, 2011.

v. The Respondent transmitted courtesy electronic mail reminders regarding the following debtors' deferred deposit loan payment due dates, without prior written consent from the debtors:

(a) Jazlyne Ramirez, deferred deposit loan agreement dated October 10, 2011;

(b) Debra Cottrell, deferred deposit loan agreement dated October 10, 2012;

(c) Dale Brown, deferred deposit loan agreement dated October 12, 2012;

(d) Kimberly Gray, deferred deposit loan agreement dated October 8, 2012;

(e) Brian Walker, deferred deposit loan agreement dated October 8, 2012.

vi. The Respondent did not require the following applicants to sign an affidavit stating whether or not the applicants had any outstanding deferred deposit loans with the Respondent or any other deferred deposit lender and if so, the status of each such loan:

(a) Jazlyne Ramirez, deferred deposit loan agreement dated October 10, 2011;

(b) Debra Cottrell, deferred deposit loan agreement dated October 10, 2012;

(c) Dale Brown, deferred deposit loan agreement dated October 12, 2012;

(d) Kimberly Gray, deferred deposit loan agreement dated October 8, 2012;

(e) Brian Walker, deferred deposit loan agreement dated October 8, 2012.

2. The Petitioner restates and incorporates by reference the Alleged Violations of Law made by the Petitioner in the Notice and Order of Hearing filed June 6, 2013 in this matter as follows:

1. The Respondent, either knowingly or without the exercise of due care to prevent the same, has violated 59 O.S. §§ 3115(E)(2) and 3110 by making a deferred deposit loan to a debtor prior to 8:00 a.m. of the second business day after a debtor has paid a

fifth consecutive deferred deposit loan in full.

2. The Respondent, either knowingly or without the exercise of due care to prevent the same, has violated 59 O.S. §§ 3115(E)(2)and OKLA. ADMIN. CODE 160:70-11-3 by communicating with a debtor before the debtor's due date to remind the debtor of the upcoming due date, without express written authorization, under separate signature indicating that the debtor desires to be contacted and the phone numbers, electronic mail addresses or physical mail addresses the Respondent may use to contact the debtor.

3. The Respondent, either knowingly or without the exercise of due care to prevent the same, has violated 59 O.S. §§ 3115 (E)(2) and 3109(B)(1)by failing to require applicants for deferred deposit loans to sign an affidavit stating whether the applicants have any deferred deposit loans outstanding with the Respondent or any other deferred deposit lender and if so, the status of each such loan.

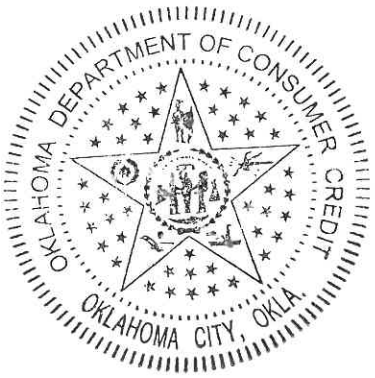
3. The Respondent does not admit to the Allegations of Fact or Alleged Violations of Law made by the Petitioner in the Notice of Hearing filed in this matter.

4. The Respondent agrees to pay $6,000.00 to the Petitioner on or before July 22, 2013 to dispose of the Allegations of Fact and Alleged Violations of Law made by the Petitioner in the Notice of Hearing. The $6,000.00 payment shall be made payable by check or money order to the Oklahoma Department of Consumer Credit, shall indicate the payment is for Case Number 13-0163-DIS and shall be addressed to the attention of Roy John Martin, General Counsel, Department of Consumer Credit, 3613 N.W. 56th Street, Suite 240, Oklahoma City, Oklahoma 73112.

4. A file stamped copy of this Consent Order will be returned by United States mail to the Respondent upon signature of the Administrator of the Department of Consumer Credit or the Deputy Administrator of the Department Consumer Credit.

5. If the Respondent fails to comply with the terms of this Consent Order, the Administrator of the Department of Consumer Credit is authorized to file an application to enforce

this Consent Order in the District Court of Oklahoma County, Oklahoma in accordance with the provisions of 59 O.S. § 3117(B) of the Deferred Deposit Lending Act.




Scott Lesher
Administrator
State of Oklahoma
Department of Consumer Credit

Dated: 7/26/13

SCIL Inc., d/b/a Speedy Cash

Dated: 7/16/2013

**VERIFICATION OF CONSENT ORDER, CASE NUMBER 13-0163-DIS**

STATE OF KANSAS )
)
COUNTY OF SEDGEWICK )

Signed and sworn to (or affirmed) before me on July 16th 2013 by Don Gayhardt of SCIL, Inc., d/b/a Speedy Cash.

_____

Sarah Hooke

(Seal, if any)

SARAH HOOKE
Notary Public
State of Kansas
My Commission Expires 11/19/15

Title (and Rank): Notary Public

My commission expires:
11/19/15