

BEFORE THE ADMINISTRATOR OF CONSUMER CREDIT
STATE OF OKLAHOMA



STATE OF OKLAHOMA ex rel,)
DEPARTMENT OF CONSUMER CREDIT,))
)
Petitioner)
)
v.)
)
RAUL'S TRUCK AND AUTO SALES,)
INC. #2,)
)
Respondent)

Case No. 16-0242-DIS

CONSENT ORDER

The Petitioner, State of Oklahoma, ex rel., Department of Consumer Credit ("Petitioner") and the Respondent, Raul's Truck and Auto Sales, Inc., ("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 made by the Petitioner in the Notice of Hearing filed in this matter.

- i. The Respondent is registered as a domestic for profit Business Corporation in the State of Oklahoma, Oklahoma Secretary of State filing number 1900705035, active filing status.
- ii. The Respondent transacts business at 2628 S. Walker, Oklahoma City, OK 73109.
- iii. On November 14, 2016, Deshia Parks, a consumer credit examiner, entered the Respondent's business premises and asked to speak to Aurora Tapia, the manager. The examiner introduced herself as an employee of the Petitioner and her visit to the location was to determine if the Respondent needed licensure through the Department.

- iv. The examiner asked Ms. Tapia if the location used banks or other financial institutions for financing and Ms. Tapia said that the Location did not work with any financial institutions. Further, Ms. Tapia stated that the location did handle in-house financing such as buy-here, pay-here financing.
- v. The examiner asked Ms. Tapia if she could review some sales contracts and Ms. Tapia asked if the examiner wanted all contracts from both locations because she had all contracts located at the 2628 S. Walker location. The examiner requested to review contracts as to the Walker location only. Ms. Tapia stated that she could make copies of any documents the examiner needed. Ms. Tapia pulled out several contracts and made copies of a total of eight (8) contracts.
- vi. Ms. Tapia told the examiner that they were licensed at their Chickasha location and shows the license hanging on the wall to the examiner. The examiner advised Ms. Tapia if the Walker location was offering in-house financing then the location needed to be licensed as well. The examiner showed Ms. Tapia the Department's website and went through the process of finding the notification application for her.
- vii. Greenwood Motors is located next door to Respondent's business location. Ms. Tapia told the examiner that the owner of Greenwood Motors had been sick and leased the lot to the Respondent. Now, the Respondent owns the property formerly owned by Greenwood Motors. Ms. Tapia gave permission to the examiner to take some photos of the Respondent's business premises.
- viii. A photo showing the sign located at the Respondent's business location indicates "buy here pay here" directly on the sign.
- ix. The Respondent maintains a website as follows: www.raulstruck.com. On the Financing page on the Respondent's website, there is a

secure loan application available for customers.

- x. The copy of the Retail Installment Contract and Security Agreement for M. Celedon lists the purchase of a 2009 Buick Enclave. The Seller is listed as Raul's Truck and Auto Sales with the business address listed. The terms of the contract are 42 monthly payments in the amount of \$481.88 with the first payment scheduled on December 4, 2016. Total sales price of the vehicle is \$22,738.96. An interest rate of 12.99% is listed on the purchase agreement.

- xi. The copy of the Retail Installment Contract and Security Agreement for M. and M. Ramirez lists the purchase of a 2015 GMC Yukon. The Seller is listed as Raul's Truck and Auto Sales with the business address listed. The terms of the contract are 84 monthly payments in the amount of \$705.05 with the first payment scheduled on December 4, 2016. Total sales price of the vehicle is \$67224.20. An interest rate of 10.99% is listed on the purchase agreement.

- xii. The copy of the Retail Installment Contract and Security Agreement for R. Muriga lists the purchase of a 2007 Chevrolet Tahoe. The Seller is listed as Raul's Truck and Auto Sales with the business address listed. The terms of the contract are 36 monthly payments in the amount of \$444.49 with the first payment scheduled on December 5, 2016. Total sales price of the vehicle is \$16,001.64. An interest rate of 12.99% is listed on the purchase agreement.

- xiii. The copy of the Retail Installment Contract and Security Agreement for J. Rivera lists the purchase of a 2014 Chevrolet Silverado. The Seller is listed as Raul's Truck and Auto Sales with the business address listed. The terms of the contract are 80 monthly payments in the amount of \$603.54 with the first payment scheduled on December 8, 2016. Total sales price of the vehicle is \$22,738.96. An interest rate of 12.99% is listed on the purchase agreement.

- xiv. The copy of the Retail Installment Contract and Security Agreement for J. Lopez lists the purchase of a 2007 Cadillac Escalade. The Seller is listed as Raul's Truck and Auto Sales with the business address listed. The terms of the contract are 48 monthly payments in the amount of \$501.41 with the first payment scheduled on December 9, 2016. Total sales price of the vehicle is \$26,567.68. An interest rate of 12.99% is listed on the purchase agreement.
- xv. The copy of the Retail Installment Contract and Security Agreement for M. Barrios and Y. Murillo lists the purchase of a 2007 GMC Yukon. The Seller is listed as Raul's Truck and Auto Sales with the business address listed. The terms of the contract are 37 monthly payments in the amount of \$566.23 with the first payment scheduled on December 10, 2016. Total sales price of the vehicle is \$23,450.51. An interest rate of 12.99% is listed on the purchase agreement.
- xvi. The copy of the Retail Installment Contract and Security Agreement for M. and J. Garcia lists the purchase of a 2013 Chevrolet Cruze. The Seller is listed as Raul's Truck and Auto Sales with the business address listed. The terms of the contract are 46 monthly payments in the amount of \$400.09 with the first payment scheduled on December 11, 2016. Total sales price of the vehicle is \$19,904.14. An interest rate of 12.99% is listed on the purchase agreement.
- xvii. The copy of the Retail Installment Contract and Security Agreement for J. Fisher lists the purchase of a 2009 Toyota Camry. The Seller is listed as Raul's Truck and Auto Sales with the business address listed. The terms of the contract are 30 monthly payments in the amount of \$301.73 with the first payment scheduled on December 11, 2016. Total sales price of the vehicle is \$10,551.90. An interest rate of 12.99%

is listed on the purchase agreement.

xviii. As of November 14, 2016, the Respondent was not licensed in the State of Oklahoma pursuant to the provisions of 14A O.S. §§ 6-201 through 6-203 of the UCCC. 14A O.S. § 6-203(2).

xix. The Respondent has submitted an application for a notification permit which was received by the Petitioner on November 23, 2016. The Respondent has been issued a notification permit for the 2628 S. Walker location with an effective date of December 8, 2016.

xx. The Respondent did not file notification pursuant to the provisions of Section 6-201 of the UCCC, on or before January 31, 2016.

(2) The Respondent does not admit to the allegations made by the Petitioner in the Notice of Hearing filed in this matter, and incorporated by reference in this Consent Order.

(3) The Respondent has paid all applicable registration/application fees and has filed a notification filing with the Department. The Respondent agrees to pay a \$500.00 civil penalty, payable to the Oklahoma Department of Consumer Credit, on or before January 9, 2017.

(4) The 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 16-0242-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.

(5) A file stamped copy of this Consent Order will be returned to the Respondent upon signature of the Administrator of the Department of Consumer Credit or the Deputy Administrator of the Department Consumer Credit.

(6) 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 14 O.S. § 6-113(4).



Scott Leshner
Administrator
State of Oklahoma
Department of Consumer Credit

Dated: 1/10/17

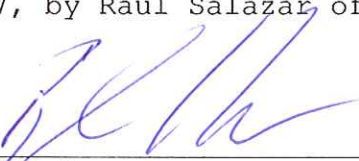
Raul Salazar
Raul's Truck and Auto Sales, Inc.

Dated: 1/10/17

VERIFICATION OF CONSENT ORDER, CASE NUMBER 16-0242-DIS

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

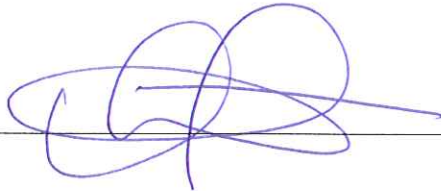
Signed and sworn to (or affirmed) before me on January 6,
2017, by Raul Salazar of Raul's Truck and Auto Sales, Inc.



Raul Salazar
Raul's Truck and Auto Sales, Inc.

(Seal, if any)





Notary Public

My commission expires:

01/22/2019
