

BEFORE THE ADMINISTRATOR OF CONSUMER CREDIT
STATE OF OKLAHOMA



STATE OF OKLAHOMA *ex rel.*)
DEPARTMENT OF CONSUMER CREDIT,))
)
Petitioner)
)
v.) Case No. 17-0126-DIS
)
FLURISH, INC., D/B/A LENDUP,)
)
Respondent)

CONSENT ORDER

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

(1) Petitioner restates and incorporates by reference the allegations made by Petitioner in the Notice of Hearing filed in this matter.

- a. Respondent is a licensed deferred deposit lender in the State of Oklahoma, license number DDL00819, address of record at 225 Bush Street, Ste. 1100, San Francisco, CA 94105.
- b. Respondent is a foreign for profit business corporation under the jurisdiction of the State of Delaware, Oklahoma Secretary of State filing number 2312422558, active filing status.
- c. Respondent's Registered Agent in Oklahoma is listed by the Oklahoma Secretary of State as VCorp Services, LLC, 1833 S. Morgan Rd., Oklahoma City, OK 73128.
- d. Petitioner conducted an examination of Respondent's deferred deposit loan transactions on May 31, 2016 through August 1, 2016 at Respondent's corporate office located at 225 Bush Street, Ste. 1100, San

Francisco, CA 94105. Rich Kellogg was the Examiner-in-Charge of the examination.

- e. Petitioner examined a sample of loans originated and serviced between June 5, 2014 and December 31, 2015. During the course of the examination, violations were found.
- f. Respondent was charging, at the option of the consumer, an "Instant or Same Day Funding Fee" for quicker funding of the loan. This occurred in 133 transactions.
- g. Respondent was charging, at the option of the consumer, a "Debit Card Fee Post Origination" for the option of paying the loan off from a debit card as opposed to a debit to a checking or savings bank account. This occurred in 73 transactions.
- h. Respondent did not execute a physical or an electronic signature on any of the loan agreements.
- i. Respondent did not disclose their license number on any of the loan agreements.
- j. Respondent did not disclose the toll-free telephone number of Petitioner on any of the loan agreements.
- k. Respondent's loan agreements did not indicate a pamphlet describing the availability of debt management and credit counseling services, the consumer's right to an installment payment plan and the consumer's rights and responsibilities in the transaction was provided to the consumer at the time the consumer entered into the deferred deposit loan transaction.
- l. Respondent's loan agreements did not indicate the "Notice of Cancellation" was provided to the consumer or acknowledged by the consumer at the time the consumer entered into the deferred deposit loan transaction.
- m. Respondent was communicating with the consumer before the consumer's due date to remind the consumer of the upcoming due date without the consumer's express

written authorization, under separate signature indicating either no, the consumer does not desire to be contacted, or yes, the consumer desires to be contacted and the phone numbers, electronic mail addresses or physical mail addresses Respondent may use to contact the consumer.

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

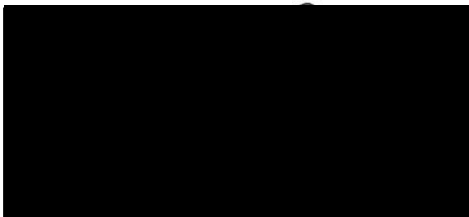
(3) Respondent agrees to pay a \$30,600.00 civil penalty, payable to the Oklahoma Department of Consumer Credit on or before December 14, 2017.

(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 17-0126-DIS and shall be addressed to the attention of John T. Coyne, Chief Enforcement Attorney, Department of Consumer Credit, 3613 N.W. 56th Street, Suite 240, Oklahoma City, Oklahoma 73112.

(5) Respondent has cooperated with Petitioner, and represents that it has promptly and voluntarily made the requested corrections in policy and procedures, in an effort to ensure the errors indicated in the examination report for the examination period conducted May 31, 2016 through August 1, 2016 do not occur in future examinations at its licensed location.

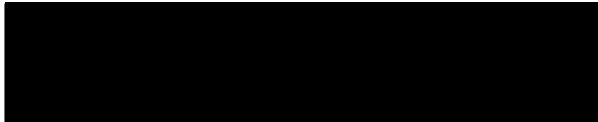
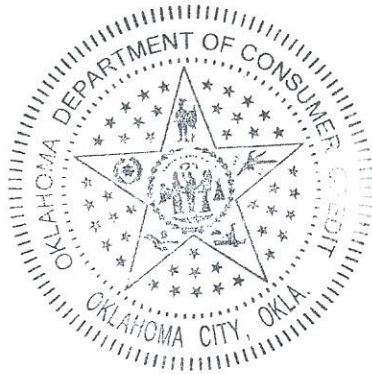
(6) A file stamped copy of this Consent Order will be returned to Respondent upon signature of the Administrator of the Department of Consumer Credit or the Deputy Administrator of the Department Consumer Credit.

(7) If 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. § 1528 (A).



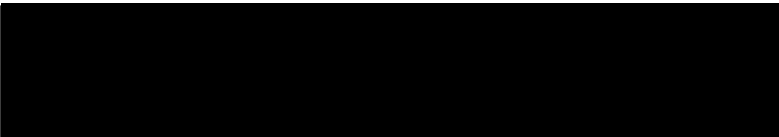
Scott Leshner
Administrator
State of Oklahoma
Department of Consumer Credit

Dated: 12/22/17



Flurish, Inc.
d/b/a LendUp

Dated: 12/7/17



Joel W. Harmon, Esq.
Crowe & Dunlevy, PC
324 North Robinson Ave., Ste. 100
Oklahoma City, OK 73102
Attorney for Respondent

Dated: 12/7/17

VERIFICATION OF CONSENT ORDER, CASE NUMBER 17-0126-DIS

STATE OF California)
)
COUNTY OF San Francisco)

Signed and sworn to (or affirmed) before me on Dec 7, 2017,
2017, by a representative of Flurish, Inc. d/b/a LendUp.

[Redacted Signature]

Flurish, Inc.
d/b/a LendUp

[Redacted Signature]

(Seal, if any)

Notary Public

My commission expires:

April 30, 2020

