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**STATE OF CALIFORNIA  
BUSINESS, TRANSPORTATION AND HOUSING AGENCY  
DEPARTMENT OF CORPORATIONS**

TO: Faas Financial, Inc.  
Faas Financial, Inc., doing business as FFI Payday Loans  
Faas Enterprises, Inc.  
Faas Enterprises, Inc., doing business as Cash 4 Checks,  
Faas Enterprises, Inc., doing business as Check Cashing Center,  
Faas Enterprises, Inc., doing business as FFI Payday Loans  
Faas Enterprises, Inc., doing business as FFI Payday Loans.com  
18841 Sunnyview Circle  
Yorba Linda, California 92886

**DESIST AND REFRAIN ORDER**

(California Financial Code sections 22100, 22154, 22161, 22162, 22163, 22305,  
22307, 22311, 22327, 23005, 23026, 23027, 23035, 23036, 23037)

**CITATIONS**

(Financial Code section 23058)

The California Corporations Commissioner (“Commissioner”) finds that:

1. The California Department of Corporations (“Department”) is responsible for enforcing provisions of the California Finance Lenders Law (“CFLL”) and the California Deferred Deposit Transaction Law (“CDDTL”) found respectively in California Financial Code sections 22000 and 23000 et seq. All future references herein to sections are to provisions of California Financial Code. The Commissioner is authorized to pursue administrative actions and remedies against licensees that engage in violations of the CFLL and the CDDTL.

2. In 2004 and thereafter the Department issued multiple licenses to Faas Financial, Inc.; Faas Financial, Inc., doing business as FFI Payday Loans; Faas Enterprises, Inc.; and Faas Enterprises, Inc., doing business as Cash 4 Checks. The Department has never licensed Faas Enterprises, Inc., doing business as Check Cashing Center, Faas Enterprises, Inc., doing business as FFI Payday Loans or Faas Enterprises, Inc., doing business as FFI Payday Loans.com.

3. Leonard Faas, an individual and owner of the above-described businesses, during all relevant times, operated his businesses under their respective business names such that there exists a unity of interest, ownership, dominion and control of the foregoing businesses by Leonard Faas.

1           4. Leonard Faas, on behalf of Faas Enterprises, Inc., and Faas Financial, Inc. doing  
2 business as FFI Payday Loans, when applying for CDDTL licenses signed a Declaration,  
3 designated as “Exhibit K, ” stating under penalty of perjury that:

4                   I (we) have obtained and read copies of the California Deferred Deposit  
5 Transaction Law (Division 10 of the California Financial Code) and the  
6 Rules (Chapter 3, Title, 10, California Code of Regulations) and am  
familiar with their content: and,

7                   I (we) agree to comply with all the provision[s] of the California Deferred  
8 Deposit Transaction Law, including any rules or orders of the  
Commissioner of Corporations.

9           5. Leonard Faas’ Declaration (Exhibit K) also states that “by signing this declaration” the  
10 applicant hereby agrees (or attests) or declares understanding of the following items listed below:

11                   1. That the applicant hereby attests that the applicant (including officers,  
12 directors and principals) has not engaged in conduct that would be  
13 cause of denial of a license.

14           6. On December 31, 2004, a letter accompanied the Commissioner’s issuance of a  
15 CDDTL license to Leonard Faas, which informed him of the following facts:

16                   [T]here are certain obligations and responsibilities that a licensee must  
17 comply with. The following information about a licensee’s obligations  
18 and responsibilities regarding certain requirements of the California  
19 Deferred Deposit Transaction Law is provided for your reference . . . a  
licensee should review and become familiar with all provisions of the law  
and rules and regulations.

20           7. Leonard Faas filed an application for a license under the CFLL in mid 2004 on behalf  
21 of Faas Financial, Inc. doing business as All City Financial, a fictitious business name that he  
22 abandoned during the application process. On July 26, 2004, Leonard Faas executed the CFLL  
23 application under penalty of perjury stating that he had read the foregoing application, including  
24 all Exhibits thereto, or filed therewith and knows the contents thereof, and that the statements  
25 therein are correct.

26           8. Leonard Faas, on behalf of Faas Financial, Inc. when applying for a CFLL license  
27 signed a Declaration, designated as “Exhibit L” stating under penalty of perjury stating that the  
28 applicant had read the CFLL and agreed to comply with all provisions of the CFLL and the rules.

1           9. Faas, on behalf of Faas Financial, Inc. completed a declaration designated as “Exhibit  
2 L” to Faas Financial Inc.’s CFLL application and signed under penalty of perjury that:

3                   I, the undersigned, authorized to act on behalf of the applicant, declare that the  
4 following statements are true and correct:

5                           1. I (we) have obtained and read copies of the California Finance  
6 Lenders Law (Division 9 of the California Financial Code) and the  
7 Finance Company Rules (Chapter 3, Title, 10, California Code of  
8 Regulations) and am familiar with their content: and,

9                           2. I (we) agree to comply with all the provision[s] of the California  
10 Finance Lenders Law and Finance Company Rules.

11                           5. That the applicant will file with the Commissioner of Corporations  
12 an amendment to this application prior to any material change in the  
13 information contained in the application for licensure, including,  
14 without limitation, the plan of operation.

15                           6. That the applicant hereby attests that the applicant (including officers,  
16 directors and principals) has not engaged in conduct that would be cause  
17 of denial of a license.

18           10. Leonard Faas applied for CFLL licenses at other locations with the Commissioner  
19 stating under penalty of perjury that Faas Financial, Inc was not using any fictitious business  
20 names for its CFLL business. However, Faas Financial, Inc. routinely used an unauthorized  
21 fictitious business names. Faas Financial, Inc. failed to operate in conformity with the CFLL  
22 application that Leonard Faas filed and the application filed with the Commissioner was false.

23           11. On January 26, 2005, a letter accompanied the Commissioner’s issuance of a CFLL  
24 license to Faas Financial Inc. and directed to the attention of Leonard Faas the following:

25                           As you know, one of the documents you provided when you filed your  
26 application for this license, was a statement that you understood certain  
27 obligations and responsibilities as a licensee under the California Finance  
28 Lenders Law. . . .

12           12. Leonard Faas arranged for each one of Faas Financial, Inc.’s CFLL licensed businesses  
13 to be co-located at the same address with one of his CDDTL licensed businesses under the name,  
14 Faas Financial, Inc., doing business as FFI Payday Loans. Thus, Leonard Faas’ CFLL businesses  
15 operated at the same location as his CDDTL businesses.

1           13. Leonard Faas advertised “FFI Payday Loans” and also advertised “loans of up to \$600”  
2 and “FAST CASH.” “FFI Payday Loans” chart shows he offered loans from \$50 to \$660 in \$25  
3 increments. However, under the CDDTL the maximum deferred deposit transaction/payday loan is  
4 \$300.

5           14. Leonard Faas’ businesses routinely engaged in use of multiple agreements to  
6 circumvent the \$300 cap on payday loans. To arrange for his advertised \$600 loan through Faas  
7 Financial, Inc. doing business as FFI Payday Loans, Leonard Faas required consumers/borrowers to  
8 execute multiple agreements – one agreement with “FFI Payday Loans,” for what purports to be a  
9 CFLL loan and one with “FFI Payday Loans” for what is a CDDTL agreement. Leonard Faas tied  
10 the multiple agreements together such that of the total amount, sixty percent (60%) of each  
11 transaction would be purportedly a CFLL loan and forty percent (40%) would be a deferred deposit  
12 transaction/payday loan. The CFLL and CDDTL fees were also tied together — Leonard Faas  
13 advertised a combined ten percent (10%) fee for his multiple agreements. By combining the  
14 agreements Leonard Faas circumvented the \$300 maximum cap on deferred deposit transactions.  
15 By offering up to a \$600 loan with a ten percent (10%) fee Leonard Faas gained an illegal  
16 competitive advantage over other CDDTL licensees. Thus, the multiple agreements enabled  
17 Leonard Faas to charge in excess of what would be permitted if only one loan under the CFLL was  
18 given to a borrower in accordance with the CFLL provisions, which limit fees.

19           15. The “FFI Payday Loans” charts that set forth the amount of fees also falsely implied  
20 that the stated amounts for “DD Advance” and Consumer Loan” were “governed by the  
21 Department of Corporations.” Faas Enterprises, Inc. is the registrant for the domain name  
22 ffpaydayloans.com. A consumer who visits the website for FFI Payday Loans’ and clicks on the  
23 links to apply for a payday loan has his Internet browser directed to the website for  
24 www.cash4checks.net, which is also registered to Leonard Faas. The technical contact for the  
25 website of cash4checks.net is listed “Faas, Leonard busterpig@value.net.” At all relevant times the  
26 web pages containing the consumer agreements and disclosures for ffpayloans.com and  
27 cash4checks.net lacked the required CDDTL disclosures in violation of section 23035. Faas and his  
28 companies are required to comply with the CFLL and CDDTL. Both the CFLL and CDDTL

1 prohibit multiple loans to a borrower or making a loan or transaction contingent upon another.

2 CFLL section 22311, in relevant part, states:

3           No person in connection with or incidental to the making of any loan  
4           regulated by this division may require the borrower to contract for  
5           purchase, or agree to purchase, any other thing in connection with the loan.

6           16. Leonard Faas obtained multiple CDDTL and CFLL licenses by misrepresenting his  
7 businesses. Leonard Faas never disclosed in any of his applications filed with the Department that  
8 he would be (1) offering what he referred to as “FFI Payday Loans” of up to \$600; (2) that a  
9 consumer/borrower would be required to execute multiple agreements that were tied together and  
10 contingent on each other; or, (3) that he would engage in unlicensed CFLL and CDDTL activities  
11 under various names.

12           17. CDDTL section 23037, in relevant part, states:

13           In no case shall a licensee do any of the following: . . .

14           (b) Accept any collateral for a deferred deposit transaction.

15           (c) Make any deferred deposit transaction contingent on the purchase of  
16 insurance or any other goods or services. . . .

17           (f) Engage in any unfair, unlawful, or deceptive conduct, or make any  
18 statement that is likely to mislead in connection with the business of  
19 deferred deposit transactions. . . .

20           (i) Offer, arrange, act as an agent for, or assist a deferred deposit originator  
21 in any way in the making of a deferred deposit transaction unless the  
22 deferred deposit originator complies with all applicable federal and state  
23 laws and regulations, including the provisions of this division.

24           18. CDDTL section 23035 sets forth the requirements of the written agreements for deferred  
25 deposit transactions, which in relevant part states:

26           (a) A licensee may defer the deposit of a customer's personal check for up to 31  
27 days, pursuant to the provisions of this section. The face amount of the check  
28 shall not exceed three hundred dollars (\$300). Each deferred deposit  
transaction shall be made pursuant to a written agreement as described in  
subdivision (e) that has been signed by the customer and by the licensee or an  
authorized representative of the licensee. . . .

1 (c) Before entering into a deferred deposit transaction, licensees shall distribute  
2 to customers a notice that shall include, but not be limited to, the following: . . .

3 (3) That the customer cannot be prosecuted in a criminal action in  
4 conjunction with a deferred deposit transaction for a returned check or be  
5 threatened with prosecution.

6 (4) The department's toll-free telephone number for receiving calls  
7 regarding customer complaints and concerns.

8 (5) That the licensee may not accept any collateral in conjunction with a  
9 deferred deposit transaction.

10 (6) That the check is being negotiated as part of a deferred deposit  
11 transaction made pursuant to Section 23035 of the Financial Code and is  
12 not subject to the provisions of Section 1719 of the Civil Code. No  
13 customer may be required to pay treble damages if this check does not  
14 clear.

15 (d) The following notices shall be clearly and conspicuously posted in the  
16 unobstructed view of the public by all licensees in each location of a business  
17 providing deferred deposit transactions in letters not less than one-half inch in  
18 height: . . .

19 (2) The schedule of all charges and fees to be charged on those deferred  
20 deposit transactions with an example of all charges and fees that would  
21 be charged on at least a one-hundred-dollar (\$100) and a two-hundred-  
22 dollar (\$200) deferred deposit transaction, payable in 14 days and 30  
23 days, respectively, giving the corresponding annual percentage rate. The  
24 information may be provided in a chart as follows: . . .

25 (e) An agreement to enter into a deferred deposit transaction shall be in  
26 writing and shall be provided by the licensee to the customer. The written  
27 agreement shall authorize the licensee to defer deposit of the personal check,  
28 shall be signed by the customer, and shall include all of the following: . . .

(2) A clear description of the customer's payment obligations as required  
under the Federal Truth In Lending Act and its regulations.

(3) The name, address, and telephone number of the licensee. . . .

(7) An itemization of the amount financed as required under the Federal  
Truth In Lending Act and its regulations. . . .

(9) That the customer cannot be prosecuted or threatened with  
prosecution to collect.

(10) That the licensee cannot accept collateral in connection with the  
transaction.

(11) That the licensee cannot make a deferred deposit transaction contingent on  
the purchase of another product or service. . . .

1 (h) Under no circumstances shall a deferred deposit transaction agreement  
2 include any of the following: . . .

3 (5) Any unconscionable provision.

4 19. Fees a CDDTL licensee may charge are limited by section 23036 that states, in part:

5 (a) A fee for a deferred deposit transaction shall not exceed 15 percent of  
6 the face amount of the check. . . .

7 (c) A licensee shall not enter into an agreement for a deferred deposit  
8 transaction with a customer during the period of time that an earlier  
9 written agreement for a deferred deposit transaction for the same  
10 customer is in effect. . . .

11 (f) No amount in excess of the amounts authorized by this section shall be  
12 directly or indirectly charged by a licensee pursuant to a deferred deposit  
13 transaction.

14 20. CDDTL section 23023 prohibits licensees from operating under any other name or at  
15 any other place of business than that named in the license without the Commissioner’s authorization.

16 21. Both the CFLL and CDDTL mandate specific requirements concerning advertising and  
17 fees, charges and rates. CFLL sections 22161, 22162, and 22163 require the following, respectively:

18 No person shall advertise, print, display, publish, distribute, or broadcast,  
19 or cause or permit to be advertised, printed, displayed, published,  
20 distributed, or broadcast in any manner, any statement or representation  
21 with regard to the business subject to the provisions of this division,  
including the rates, terms, or conditions for making or negotiating loans,  
that is false, misleading, or deceptive, or that omits material information  
that is necessary to make the statements not false, misleading, or  
deceptive, or in the case of a licensee, that refers to the supervision of the  
business by the state or any department or official of the state.

22 No licensee shall place an advertisement disseminated primarily in this  
23 state for a loan unless the licensee discloses in the printed text of the  
24 advertisement, or in the oral text in the case of a radio or television  
25 advertisement, the license under which the loan would be made or  
arranged.

26 The commissioner may require that rates of charge, if stated by a  
27 licensee, be stated fully and clearly in the manner that the commissioner  
28 deems necessary to prevent misunderstanding by prospective borrowers.

1           22. Similarly CDDTL section 23027 prohibits a licensee from engaging in advertising that is  
2 false, misleading or deceptive and in relevant part, states:

3                   (a) No licensee shall advertise, print, display, publish, distribute, or  
4 broadcast, or cause or permit to be advertised, printed, displayed,  
5 published, distributed or broadcast, in any manner, any statement or  
6 representation with regard to the business subject to the provisions of  
7 this division, including the rates, terms, or conditions for making or  
8 negotiating deferred deposit transactions, that is false, misleading, or  
9 deceptive, or that omits material information that is necessary to make  
10 the statements not false, misleading, or deceptive.

11                   (b) No licensee shall place an advertisement disseminated primarily in  
12 this state for a deferred deposit transaction unless the licensee  
13 discloses in the printed text of the advertisement, or the oral text in the  
14 case of a radio or television advertisement, that the licensee is licensed  
15 by the department pursuant to this division.

16                   (c) The commissioner may require that rates of charges or fees, if  
17 stated by the licensee, be stated fully and clearly in the manner that the  
18 commissioner deems necessary to give adequate information to, or to  
19 prevent misunderstanding by, prospective customers.

20           23. CFLL section 22100 requires a license to engage in business as a finance lender or  
21 broker and unequivocally states:

22                   No person shall engage in the business of a finance lender or broker  
23 without obtaining a license from the commissioner.

24           24. CFLL section 22154, subdivision (a), states:

25                   No licensee shall conduct the business of making loans under this  
26 division within any office, room, or place of business in which any  
27 other business is solicited or engaged in, or in association or  
28 conjunction therewith, except as is authorized in writing by the  
commissioner upon the commissioner's finding that the character of  
the other business is such that the granting of the authority would not  
facilitate evasions of this division or of the rules and regulations made  
pursuant to this division. An authorization once granted remains in  
effect until revoked by the commissioner.

29           25. The CFLL contains restrictions on the number and the specific arrangements involving  
CFLL loans by prohibiting the splitting of loans or inducing a borrower to be obligated under more  
than one contract of loan at the same time with the result of obtaining a higher rate of charge.



1 CFLL section 22327, in relevant part, states:

2 No licensee shall knowingly induce any borrower to split up or divide  
3 any loan with any other licensee. No licensee shall induce or permit any  
4 borrower to be or to become obligated directly or indirectly, or both,  
5 under more than one contract of loan at the same time with the same  
6 licensee for the purpose or with the result of obtaining a higher rate of  
7 charge than would otherwise be permitted by this article . . .”

8 26. CFLL section 22305 limit the administrative fees that may be charged to borrowers:

9 In addition to the charges authorized by Section 22303 or 22304, a  
10 licensee may contract for and receive an administrative fee, which shall be  
11 fully earned immediately upon making the loan, with respect to a loan of a  
12 bona fide principal amount of not more than two thousand five hundred  
13 dollars (\$2,500) at a rate not in excess of 5 percent of the principal amount  
14 (exclusive of the administrative fee) or fifty dollars (\$50), whichever is  
15 less, and with respect to a loan of a bona fide principal amount in excess  
16 of two thousand five hundred dollars (\$2,500), at an amount not to exceed  
17 seventy-five dollars (\$75). No administrative fee may be contracted for or  
18 received in connection with the refinancing of a loan unless at least one  
19 year has elapsed since the receipt of a previous administrative fee paid by  
20 the borrower. Only one administrative fee may be contracted for or  
21 received until the loan has been repaid in full. For purposes of this section,  
22 "bona fide principal amount" shall be determined in accordance with  
23 Section 22251.

24 27. The CFLL limits when a lender can require a borrower to repay the loan. Section  
25 22307, in relevant part, states:

26 (b) The loan contract shall provide for payment of the aggregate amount  
27 contracted to be paid in substantially equal periodical installments, the  
28 first of which shall be due not less than 15 days nor more than one month  
and 15 days from the date the loan is made.

### **DESIST AND REFRAIN ORDER**

By reason of the foregoing, Faas Financial, Inc.; Faas Financial, Inc., doing business as FFI  
Payday Loans; Faas Enterprises, Inc.; Faas Enterprises, Inc., doing business as Cash 4 Checks; Faas  
Enterprises, Inc., doing business as Check Cashing Center; Faas Enterprises, Inc., doing business as  
FFI Payday Loans; and Faas Enterprises, Inc., doing business as FFI Payday Loans.com have  
engaged in violations of the Financial Code sections 22100, 22154, 22161, 22162, 22163, 22305,  
22307, 22311, 22327, 23005, 23023, 23027, 23035, 23036, 23037.

1 Pursuant to Financial Code sections 22712 and 23050, Faas Financial, Inc.; Faas Financial,  
2 Inc., doing business as FFI Payday Loans; Faas Enterprises, Inc.; Faas Enterprises, Inc., doing  
3 business as Cash 4 Checks; Faas Enterprises, Inc., doing business as Check Cashing Center; Faas  
4 Enterprises, Inc., doing business as FFI Payday Loans; Faas Enterprises, Inc., doing business as FFI  
5 Payday Loans.com are hereby ordered to desist and refrain from violations of Financial Code  
6 sections 22100, 22154, 22161, 22162, 22163, 22305, 22307, 22311, 22327, 23005, 23023, 23027,  
7 23035, 23036, 23037. This Order is necessary for the protection of consumers and consistent with  
8 the purposes, policies and provisions of the CDDTL. This Order shall remain in full force and effect  
9 until further order of the Commissioner.

#### 10 CITATIONS

11 **Citation A.** Faas Financial, Inc.; Faas Financial, Inc., doing business as FFI Payday  
12 Loans; Faas Enterprises, Inc.; Faas Enterprises, Inc., doing business as Cash 4 Checks; Faas  
13 Enterprises, Inc., doing business as Check Cashing Center; Faas Enterprises, Inc., doing business as  
14 FFI Payday Loans; and/or Faas Enterprises, Inc., doing business as FFI Payday Loans.com have  
15 engaged in the business of deferred deposit transactions without a license in violation of Financial  
16 Code section 23005.

17 **Citation B.** Faas Financial, Inc.; Faas Financial, Inc., doing business as FFI Payday  
18 Loans; Faas Enterprises, Inc.; Faas Enterprises, Inc., doing business as Cash 4 Checks; Faas  
19 Enterprises, Inc., doing business as Check Cashing Center; Faas Enterprises, Inc., doing business as  
20 FFI Payday Loans; and/or Faas Enterprises, Inc., doing business as FFI Payday Loans.com have  
21 operated under other names or at any places of business in violation of Financial Code section  
22 23023.

23 **Citation C.** Faas Financial, Inc.; Faas Financial, Inc., doing business as FFI Payday  
24 Loans; Faas Enterprises, Inc.; Faas Enterprises, Inc., doing business as Cash 4 Checks; Faas  
25 Enterprises, Inc., doing business as Check Cashing Center; Faas Enterprises, Inc., doing business  
26 as FFI Payday Loans; and or Faas Enterprises, Inc., doing business as FFI Payday Loans.com have  
27 engaged in false, misleading and deceptive advertising or omitted material information about their  
28 business in violation of Financial Code section 23027.

1           **Citation D.** Faas Financial, Inc.; Faas Financial, Inc., doing business as FFI Payday  
2 Loans; Faas Enterprises, Inc.; Faas Enterprises, Inc., doing business as Cash 4 Checks; Faas  
3 Enterprises, Inc., doing business as Check Cashing Center; Faas Enterprises, Inc., doing business  
4 as FFI Payday Loans; and or Faas Enterprises, Inc., doing business as FFI Payday Loans.com  
5 have engaged in transactions in violation of the requirement of Financial Code section 23035.

6           **Citation E.** Faas Financial, Inc.; Faas Financial, Inc., doing business as FFI Payday  
7 Loans; Faas Enterprises, Inc.; Faas Enterprises, Inc., doing business as Cash 4 Checks; Faas  
8 Enterprises, Inc., doing business as Check Cashing Center; Faas Enterprises, Inc., doing business  
9 as FFI Payday Loans; and or Faas Enterprises, Inc., doing business as FFI Payday Loans.com  
10 have charged fees that exceed amounts authorized in violation of Financial Code section 23036.

11           **Citation F.** Faas Financial, Inc.; Faas Financial, Inc., doing business as FFI Payday  
12 Loans; Faas Enterprises, Inc.; Faas Enterprises, Inc., doing business as Cash 4 Checks; Faas  
13 Enterprises, Inc., doing business as Check Cashing Center; Faas Enterprises, Inc., doing business  
14 as FFI Payday Loans; and or Faas Enterprises, Inc., doing business as FFI Payday Loans.com  
15 have engaged in actions prohibited by Financial Code section 23037.

16           Pursuant to California Financial Code section 23058, Faas Financial, Inc.; Faas Financial,  
17 Inc., doing business as FFI Payday Loans; Faas Enterprises, Inc.; Faas Enterprises, Inc., doing  
18 business as Cash 4 Checks; Faas Enterprises, Inc., doing business as Check Cashing Center; Faas  
19 Enterprises, Inc., doing business as FFI Payday Loans; and/or Faas Enterprises, Inc., doing  
20 business as FFI Payday Loans.com are hereby ordered to pay to the Commissioner within 30  
21 days from the date of these Citations an administrative penalty for the citations listed below for  
22 the total amount of fifteen thousand dollars (\$15,000).

23 CITATION A. - \$2,500

24 CITATION B. - \$2,500

25 CITATION C. - \$2,500

26 CITATION D. - \$2,500

27 CITATION E. - \$2,500

28 CITATION F. - \$2,500

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Dated: May 13, 2008  
Los Angeles, California

PRESTON DuFAUCHARD  
California Corporations Commissioner

By \_\_\_\_\_  
ALAN S. WEINGER  
Lead Corporations Counsel  
Enforcement Division