

1 MARY ANN SMITH  
Deputy Commissioner  
2 MIRANDA LEKANDER  
Assistant Chief Counsel  
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4 Counsel  
5 Department of Business Oversight  
6 One Sansome Street, Suite 600  
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10 Attorneys for Complainant

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BEFORE THE DEPARTMENT OF BUSINESS OVERSIGHT  
OF THE STATE OF CALIFORNIA

12 In the Matter of: ) CDDTL LICENSE NOS. 100-1746, 100-4199  
13 )  
14 THE COMMISSIONER OF BUSINESS )  
15 OVERSIGHT, )  
16 )  
17 Complainant, ) CONSENT ORDER  
18 )  
19 v. )  
20 )  
21 INSTANT CASH, INC. doing business as )  
22 ADVANCE CASH, )  
23 )  
24 Respondent. )

20 This Consent Order (Consent Order) is entered between the Commissioner of Business  
21 Oversight (Commissioner), and Instant Cash, Inc., doing business as Advance Cash (Instant Cash)  
22 (collectively, the parties), and is made with respect to the following facts:

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**I.**  
**Recitals**

25 A. The Commissioner has jurisdiction over the licensing and regulation payday lenders  
26 pursuant to the California Deferred Deposit Transaction Law (CDDTL) (Fin. Code, § 23000 et  
27 seq.).  
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1 B. On or about September 18, 2017, the Commissioner issued an Accusation to Revoke  
2 Deferred Deposit Transaction Licenses (Accusation) and Citations and Desist and Refrain Order  
3 Pursuant to Financial Code sections 23050 and 23058 (Citations) against Instant Cash.

4 C. Instant Cash requested a hearing on the Accusation, which is set to be heard before the  
5 Office of Administrative Hearings on May 22, 2018.

6 D. It is the intention and desire of the parties to resolve the Accusation and Citations without  
7 the necessity of a hearing and/or other litigation.

8 E. The Commissioner finds that this action is appropriate, in the public interest, and consistent  
9 with the purposes fairly intended by the policies and provisions of this law.

10 NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions set  
11 forth herein, the parties agree as follows:

12  
13 **II.**  
**Terms and Conditions**

14 1. Purpose.

15 The purpose of this Consent Order is to resolve the Commissioner’s Accusation and  
16 Citations in a manner that avoids the expense of court proceedings and a hearing, is in the public  
17 interest, protects consumers, and is consistent with the purposes, policies, and provisions of the  
18 CDDTL.

19 2. Finality of Consent Order.

20 Instant Cash hereby agrees to comply with this Consent Order and, further, stipulates that  
21 this Consent Order is hereby deemed a final and enforceable order issued pursuant to the  
22 Commissioner’s authority under Financial Code sections 23050, 23052, and 23058.

23 3. Waiver of Hearing Rights.

24 Instant Cash acknowledges that the Commissioner is ready, willing, and able to proceed  
25 with an administrative enforcement action on the charges contained in the Accusation and  
26 Citations, and Instant Cash hereby waives the right to a hearing, and to any reconsideration, appeal,  
27 or other right to review which may be afforded pursuant to the CDDTL. Instant Cash consents to  
28 this Consent Order becoming final.

1 4. Payment of Penalty.

2 Instant Cash shall pay a penalty of \$2,500 within 10 calendar days of the Effective Date of  
3 this Consent Order, as such date is defined in Paragraph 17, made payable in the form of a  
4 cashier’s check or Automated Clearing House deposit to the “Department of Business Oversight,”  
5 and mailed to the attention of: Accounting – Litigation, at the Department of Business Oversight  
6 located at 1515 K Street, Suite 200, Sacramento, California 95814. Notice of all payments shall be  
7 sent to Charles Carriere, Counsel, Enforcement Division, at the Department of Business Oversight  
8 located at One Sansome Street, Suite 600, San Francisco, California 94104.

9 5. Revocation of Licenses.

10 Instant Cash agrees to the revocation of its two CDDTL licenses (license numbers 100-  
11 1746, 100-4199) through the attached Order Revoking California Deferred Deposit Transaction  
12 Law License Pursuant to Financial Code Section 23052 (Exhibit A).

13 6. Operations Following Revocation.

14 On the business day immediately following the Effective Date of this Order, as such date is  
15 defined by Paragraph 17, Instant Cash shall cause to be displayed at each of its locations a copy of  
16 the attached notice (Exhibit B). The notice shall be displayed on the inside and outside of the  
17 entrance door of each location, sixty inches from the ground. For thirty days following the  
18 Effective Date of this Order, Instant Cash may continue to operate for the purpose of collecting  
19 loans originated on for before the Effective Date of this Order. On and after the thirty-first day  
20 following the Effective Date of this Order, Instant Cash’s locations shall be closed.

21 7. Full and Final Settlement.

22 The parties hereby acknowledge and agree that this Consent Order is intended to constitute  
23 a full, final, and complete resolution of the Commissioner’s Accusation and Citations and that no  
24 further proceedings or actions will be brought by the Commissioner in connection with these  
25 matters either under the CDDTL, or any other provision of law, excepting therefrom any  
26 proceeding to enforce compliance with the terms of this Consent Order, or a proceeding or action  
27 based upon discovery of new and further violations of the CDDTL which do not form the basis for  
28 this Consent Order or which Instant Cash knowingly concealed from the Commissioner.

1 8. Binding.

2 This Consent Order is binding on all heirs, assigns, and/or successors in interest.

3 9. Commissioner’s Duties.

4 The parties further acknowledge and agree that nothing contained in this Consent Order  
5 shall operate to limit the Commissioner’s ability to assist any other agency (city, county, state or  
6 federal) with any prosecution, administrative, civil or criminal, brought by any such agency against  
7 Instant Cash or any other person based upon any of the activities alleged in these matters or  
8 otherwise.

9 10. Independent Legal Advice.

10 Each of the parties represents, warrants, and agrees that it has received independent advice  
11 from its attorney(s) and/or representatives with respect to the advisability of executing this Consent  
12 Order.

13 11. Counterparts.

14 The parties agree that this Consent Order may be executed in one or more separate  
15 counterparts, each of which when so executed, shall be deemed an original. Such counterparts  
16 shall together constitute and be one and the same instrument.

17 12. Waiver, Modification, and Qualified Integration.

18 The waiver of any provision of this Consent Order shall not operate to waive any other  
19 provision set forth herein. No waiver, amendment, or modification of this Consent Order shall be  
20 valid or binding to any extent unless it is in writing and signed by all the parties affected by it.

21 13. Headings and Governing Law.

22 The headings to the paragraphs of this Consent Order are inserted for convenience only and  
23 will not be deemed a part hereof or affect the construction or interpretation of the provisions  
24 hereof. This Consent Order shall be construed and enforced in accordance with and governed by  
25 California law.

26 14. Full Integration.

27 Each of the parties represents, warrants, and agrees that in executing this Consent Order it  
28 has relied solely on the statements set forth herein and the advice of its own counsel. Each of the

1 parties further represents, warrants, and agrees that in executing this Consent Order it has placed no  
2 reliance on any statement, representation, or promise of any other party, or any other person or  
3 entity not expressly set forth herein, or upon the failure of any party or any other person or entity to  
4 make any statement, representation or disclosure of anything whatsoever. The parties have  
5 included this clause: (1) to preclude any claim that any party was in any way fraudulently induced  
6 to execute this Consent Order; and (2) to preclude the introduction of parol evidence to vary,  
7 interpret, supplement, or contradict the terms of this Consent Order.

8 15. Presumption from Drafting.

9 In that the parties have had the opportunity to draft, review and edit the language of this  
10 Consent Order, no presumption for or against any party arising out of drafting all or any part of this  
11 Consent Order will be applied in any action relating to, connected to, or involving this Consent  
12 Order. Accordingly, the parties waive the benefit of Civil Code section 1654 and any successor or  
13 amended statute, providing that in cases of uncertainty, language of a contract should be interpreted  
14 most strongly against the party who caused the uncertainty to exist.

15 16. Voluntary Agreement.

16 Instant Cash enters this Consent Order voluntarily and without coercion and acknowledges  
17 that no promises, threats or assurances have been made by the Commissioner or any officer, or  
18 agent thereof, about this Consent Order.

19 17. Effective Date.

20 This Consent Order shall not become effective until signed by all parties and delivered by  
21 the Commissioner’s counsel by email to Instant Cash’s counsel Fredrick Ray at  
22 fred@rayandbishop.com (“Effective Date”).

23 18. Public Record.

24 Respondent acknowledges that this Consent Order is a public record.

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19. Authority to Execute.

Each signatory hereto covenants that he/she possesses all necessary capacity and authority to sign and enter this Consent Order.

Dated: 5/10/18 JAN LYNN OWEN  
Commissioner of Business Oversight

By \_\_\_\_\_  
MARY ANN SMITH  
Deputy Commissioner  
Enforcement Division

Dated: 5/9/18 INSTANT CASH INC.

By \_\_\_\_\_  
KATHLEEN MASON  
Owner

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
Fredrick Ray, Counsel for Instant Cash Inc.

# EXHIBIT A

1 MARY ANN SMITH  
Deputy Commissioner  
2 MIRANDA LEKANDER  
Assistant Chief Counsel  
3 CHARLES CARRIERE (State Bar No. 285837)  
4 Counsel  
Department of Business Oversight  
5 One Sansome Street, Suite 600  
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8 Attorneys for Complainant

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10 BEFORE THE DEPARTMENT OF BUSINESS OVERSIGHT  
11 OF THE STATE OF CALIFORNIA

12 In the Matter of: ) CDDTL LICENSE NOS. 100-1746, 100-4199  
)  
13 THE COMMISSIONER OF BUSINESS )  
OVERSIGHT, ) ORDER REVOKING CALIFORNIA  
14 ) DEFERRED DEPOSIT TRANSACTION LAW  
Complainant, ) LICENSE PURSUANT TO FINANCIAL  
15 ) CODE SECTION 23052  
16 v. )  
)  
17 INSTANT CASH, INC. doing business as )  
18 ADVANCE CASH, )  
)  
19 Respondent. )

20  
21 The Commissioner of Business Oversight (Commissioner) has jurisdiction over the  
22 licensing and regulation payday lenders pursuant to the California Deferred Deposit Transaction  
23 Law (CDDTL) (Fin. Code, § 23000 et seq.). On or about September 18, 2017, the Commissioner  
24 issued an Accusation to Revoke Deferred Deposit Transaction Licenses and Citations and Desist  
25 and Refrain Order Pursuant to Financial Code sections 23050 and 23058 against Instant Cash. On  
26 or about May 10, 2018, the Commissioner and Instant Cash, Inc. executed a Consent Order  
27 wherein Instant Cash, Inc. agreed to revocation of its CDDTL licenses pursuant to this Order.  
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THEREFORE, GOOD CAUSE APPEARING, IT IS ORDERED that Instant Cash’s CDDTL licenses (license numbers 100-1746 and 100-4199) are hereby revoked effected the date hereof, pursuant to Financial Code section 23052.

Dated: \_\_\_\_\_

JAN LYNN OWEN  
Commissioner of Business Oversight

By \_\_\_\_\_

MARY ANN SMITH  
Deputy Commissioner  
Enforcement Division

# EXHIBIT B

**INSTANT CASH IS NO  
LONGER LICENSED TO  
MAKE PAYDAY LOANS  
FROM THIS LOCATION.**