

LAWRENCE G. WASDEN
Attorney General

BRIAN D. NICHOLAS – I.S.B. #3585
Deputy Attorney General
State of Idaho
Department of Finance
P.O. Box 83720
Boise, Idaho 83720-0031
Telephone: (208) 332-8092
Facsimile: (208) 332-8016
brian.nicholas@finance.idaho.gov

**BEFORE THE DIRECTOR OF THE DEPARTMENT OF FINANCE
OF THE STATE OF IDAHO**

STATE OF IDAHO, DEPARTMENT OF
FINANCE, CONSUMER FINANCE
BUREAU,

Complainant,

vs.

FAST EFUNDS, LLC also d/b/a
FASTEFUNDS.COM,

Respondent.

Docket No. 2012-6-08

ORDER TO CEASE AND DESIST

The State of Idaho, Department of Finance (Department), pursuant to the Idaho Credit Code, and specifically the provisions relating to payday loans, codified at Idaho Code § 28-46-401 *et seq.* (the payday loan provisions), hereby alleges the following facts that constitute a basis for the issuance of an order pursuant to Idaho Code § 28-46-402(4), requiring FAST EFUNDS, LLC also doing business as FASTEFUNDS.COM (collectively referred to herein as “Respondent”), to immediately cease and desist from violating the payday loan provisions of the Idaho Credit Code.

RESPONDENT

1. Respondent lists its principal address as Hunkins Waterfront Plaza, Main Street, Suite 556, Charlestown, Nevis, West Indies. Respondent has not filed any business entity forms with the Idaho Secretary of State and is an entity of unknown form.

2. Respondent does not possess a license, as required by the Idaho Credit Code, to make regulated consumer loans in Idaho.

3. Respondent's business name also serves as its website domain name, www.fastefunds.com.

FINDINGS OF FACT

4. On or about July 10, 2012, an Idaho resident, DG, entered into an online pay day loan agreement with Respondent to obtain a loan in the amount of \$400.00. The agreement was memorialized in a contract emailed to DG on July 12, 2012, and on or about the same date, DG states that \$400.00 was deposited into her bank account. Pursuant to the agreement, on the date that the loan matured, DG had the option to either pay off the loan in its entirety or refinance it. If DG chose to pay off the loan, \$460 would be debited from her bank account. Of that total amount, \$60 was assigned as a finance charge. DG opted to refinance the loan and \$60.00 was debited from her bank account on July 20, 2012. The agreement gave Respondent authorization to debit DG's checking account on the loan due date.

5. On August 7, 2012, DG filed a complaint with the Department asserting that she became aware Respondent was not licensed. The Department faxed and mailed a letter to Respondent on September 5, 2012, requiring that it provide all information relating to DG's loan

and a complete listing of its Idaho customers. The information was to be received by September 17, 2012.

6. On September 25, 2012, Respondent replied to the Department's letter and stated that in an effort to resolve the situation, Respondent would waive all fees, as well the loan balance. Respondent failed to submit a listing of all of its Idaho customers.

7. Based on information provided to the Department, the Department concludes as follows:

- a. Respondent has solicited, at least, one Idaho resident for a loan, which resulted in a contractual agreement.
- b. Respondent loaned the Idaho resident \$400, and charged her a fee of \$60.

CONCLUSIONS OF LAW AND VIOLATIONS

UNLICENSED PAYDAY LENDING IN IDAHO

8. The allegations set forth in paragraphs 1 through 7 above are fully incorporated herein by this reference.

9. Idaho Code § 28-46-401 provides as follows, in pertinent part:

28-46-401. Definitions. –(1) As used in this act, unless the context otherwise requires, “payday loan” means a transaction pursuant to a written agreement between a creditor and the maker of a check whereby the creditor:

- (a) Accepts a check from the maker;
- (b) Agrees to hold the check for a period of time prior to negotiation, deposit or presentment; and
- (c) Pays to the maker of the check the amount of the check, less the fee permitted by this chapter.

...

(3) As used in this section, “check” refers to a check or the electronic equivalent of a check.

10. Idaho Code § 28-46-402 provides as follows, in pertinent part:

28-46-402. – License required. – (1) No person shall engage in the business of payday loans, offer or make a payday loan, or arrange a payday loan

for a third party lender in a payday loan transaction without having first obtained a license under this chapter. A separate license shall be required for each location from which such business is conducted.

11. The loan between Respondent and DG constitutes a payday loan within the meaning of Idaho Code § 28-46-401. Respondent loaned money to DG and DG authorized Respondent to debit her bank account on the loan due date. This is an electronic equivalent of a check.

12. Respondent, since it is engaged in the business of making payday loans, is required to be licensed pursuant to Idaho Code § 28-46-402.

REQUESTED RELIEF

13. Idaho Code § 28-46-402(4) provides that whenever the Director of the Department finds “that a person subject to this part has violated, is violating, or that there is reasonable cause to believe that a person is about to violate the provisions of this part, or any rule promulgated under this act and pertinent to this part, the administrator may, in his discretion, order the person to cease and desist from the violations.”

ORDER

The Director, having reviewed the foregoing, good cause being shown, and the public interest being served thereby,

NOW, THEREFORE, the Director HEREBY FINDS that Respondent has violated the payday loan provisions of the Idaho Credit Code (section 400 of chapter 46, title 28, Idaho Code).

Pursuant to Idaho Code § 28-46-402, IT IS HEREBY ORDERED that Respondent and its agents and employees immediately CEASE AND DESIST from acts, practices, or omissions

which constitute a violation of the Act, including specifically from engaging in making payday loans or other similar loans in Idaho without the license required by the Act.

This ORDER TO CEASE AND DESIST is effective upon issuance.

IT IS SO ORDERED.

DATED this 18th day of March, 2013.

STATE OF IDAHO
DEPARTMENT OF FINANCE


GAVIN M. GEE, Director

NOTICE

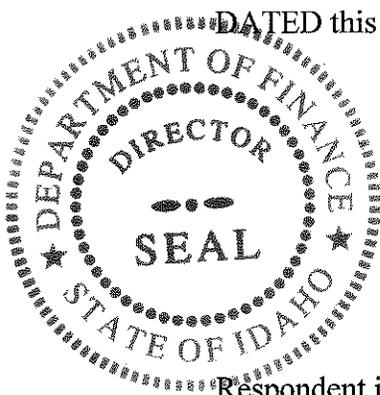
Respondent is HEREBY NOTIFIED that this ORDER TO CEASE AND DESIST is a final order of the Director.

Respondent may file a motion for reconsideration or request for hearing concerning this final order within fourteen (14) days of the service date of this order. Any such motion for reconsideration or request for hearing must be in writing, addressed to:

Michael Larsen
Consumer Finance Bureau Chief
Idaho Department of Finance
P.O. Box 83720
Boise, Idaho 83720-0031

A copy of such motion for reconsideration or request for a hearing shall also be served on the Department's counsel, Brian D. Nicholas, Deputy Attorney General, at the same address.

The Department will dispose of a motion for reconsideration within twenty-one (21) days of the receipt of a motion for reconsideration, or the motion will be considered denied by operation of law. Idaho Code § 67-5246(4); Idaho Rules of Administrative Procedure of the



Attorney General (IRAP) at IDAPA 4.11.01.740.02.a. Should Respondent make a timely request for a hearing, the Department shall schedule a hearing within the twenty-one (21) day time period.

Pursuant to Idaho Code §§ 67-5270 and 67-5272, any party aggrieved by this final order may appeal to the district court by filing a petition in the district court of the county in which:

- i. A hearing was held;
- ii. The final agency action was taken;
- iii. The party seeking review of the order resides, or operates its principal place of business in Idaho; or
- iv. The real property or personal property that was the subject of the agency action is located.

See IDAPA 04.11.01.740.02.b.

An appeal must be filed within twenty-eight (28) days of (a) the service date of this final order, (b) of an order denying a motion for reconsideration, or (c) the failure within twenty-one (21) days to grant or deny a motion for reconsideration or schedule a hearing, whichever is later. See Idaho Code § 67-5273. The filing of an appeal to the district court does not itself stay the effectiveness or enforcement of the order under appeal. See IDAPA 04.11.01.740.02.c.

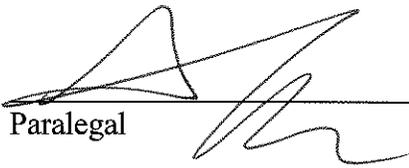
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 17th day of March, 2013, I caused a true and correct copy of the foregoing fully-executed ORDER TO CEASE AND DESIST to be served on the following by the designated means:

Fast E Funds, LLC
Hunkins Waterfront Plaza, Main
Street, Suite 556, Charlestown,
Nevis, West Indies

- U.S. mail, postage prepaid
- Certified mail
- Facsimile: 1-866-287-9563
- Email: customerservice@fastefunds.com
- Email: reactdept@efinancesupport.com
- Email: fastefunds@gmail.com

Paralegal

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, is written over a solid horizontal line.