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Division of Financial Regulation Labor and Industries Building 350 Winter Street NE, Suite 410 Salem, OR 97301-3881 Telephone: (503) 378-4387



STATE OF OREGON DEPARTMENT OF CONSUMER AND BUSINESS SERVICES DIVISION OF FINANCIAL REGULATION

In the Matter of:

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STUDENT PROCESSING CENTER LLC aka Student Processing Center aka Stu Processing aka STU Processing Center LLC aka Credit Repair Pros LLC aka Prime Processing Center LLC,

Respondents.

Case No. DM-24-0024

FINAL ORDER TO CEASE AND DESIST AND FINAL ORDER ASSESSING CIVIL PENALTIES, ENTERED BY DEFAULT

The Director of the Department of Consumer and Business Services for the State of Oregon ("Director"), acting by and through the Oregon Division of Financial Regulation (the "Division") conducted an investigation of Student Processing Center LLC aka Student Processing Center aka Stu Processing aka STU Processing Center LLC aka Credit Repair Pros LLC aka Prime Processing Center LLC ("Respondent"). The Division determined that Respondent violated provisions of Oregon Revised Statutes ("ORS") 697.602, *et seq.* and Oregon Administrative Rules ("OAR") 441-910-0000 through 441-910-0200 (collectively, "Oregon Debt Management Service Provider Law").

On April 16, 2025 and May 6, 2024, the Director issued and served on Respondent an Order to Cease and Desist, Proposed Order Assessing Civil Penalties, and Notice of Right to a Hearing (the "Notice Order"). The Notice Order offered Respondent an opportunity for a hearing if requested within 20 days of service of the Notice Order. The Notice Order further informed Respondent that if a hearing was not conducted because Respondent did not timely request a hearing or otherwise defaulted, then the designated portion of the Division's file and all materials submitted by MPB in the case would automatically become part of the contested case record for the purpose of proving a prima facie case.

FINDINGS OF FACT

The Director FINDS that:

- 1. Respondent is an unregistered entity that claimed to provide services related to reducing or obtaining forgiveness of its clients' student loan debts. Respondent may do business out of Nevada, operating at 7251 West Lake Mead, Suite 300, Las Vegas, NV 89128. Prime Processing Center LLC, which is one of Respondent's aliases, has a business address at 1930 S Alma School Rd, Mesa, AZ 58210.
- 2. A separate entity, which is unrelated to Respondent but also known as Student Processing Center LLC, is registered with the California Secretary of State and maintains a registered mailing address of 17602 17th Street, 102-286, Tustin, CA 92780. This entity is not the same entity as Respondent, does not offer debt management services, and is not a subject of the Division's investigation into Respondent's activities.
- 3. Respondent maintained numerous fraudulent websites that were designed to look like the websites of legitimate student loan servicers. Examples included fake websites for student loan servicers Nelnet, Inc., Navient, MOHELA, and Great Lakes Student Loans. Respondent used these fake websites to induce consumers with student loan debt to call a phone number on the websites. The consumers were then directed to a person posing as an agent or representative of Respondent, who would claim to be working with the consumers' student loan servicer. This person would tell the consumers that they were eligible for forgiveness of their student loans if they entered into a program whereby they would pay an initial fee—ranging between \$382 and \$770—followed by monthly payments of \$59.99 for a few years.
- 4. A representative case involved an Oregon resident, hereafter referred to as "LV," who filed a complaint with the Division against Respondent. LV had searched for her student loan servicer, MOHELA, using Google's search engine, which directed her to a phone number from a website that appeared to be MOHELA's. LV called the phone

number and spoke with a person who identified herself as "Monique Hendricks," and LV explained that she wished to switch her loan repayment program. Hendricks asked LV for her personal information, such as her date of birth, Social Security number, and bank card information, which LV provided since she believed that she was speaking with a MOHELA representative.

- 5. Hendricks informed LV that if she paid \$385 for two months, and then \$59.99 per month for three-years, her student loans would be forgiven by the government. Hendricks then provided LV with a contract, which she signed electronically. However, LV noticed soon after that MOHELA was not named as a party anywhere in the contract, but rather the contract was with two different parties called "Stu Processing" and the "Processing Center." Because the contract indicated that LV had three days to cancel the contract for any reason, she sent several emails to cancellation@stuprocess.com. Each of the emails was returned as undeliverable. LV then contacted the Stu Processing telephone number listed in the contract, but she was informed that the contract could not be canceled because Hendricks was not available. In order to avoid having to pay Respondent, LV was forced to cancel her credit card.
- 6. LV later followed up with MOHELA, which confirmed that it had no relationship with Respondent or its aliases.
- 7. The Division is aware of at least 14 other Oregon residents who had similar experiences with Respondent to LV's experience. However, most of these 14 were not as lucky as LV, and ended up paying money, mostly in initial fees, to Respondent totaling *at least* \$6,564.81, none of which was paid to their legitimate student loan servicers or otherwise used to reduce their debts.

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CONCLUSIONS OF LAW

The Director CONCLUDES that:

Unregistered Activity

- 8. ORS 697.612(1)(a) prohibits persons not registered with the Director from performing debt management services.
- 9. Under ORS 697.602(2)(c) "Debt Management Service" includes "[m]odifying or offering to modify terms and conditions of an existing loan from or obligation to a third party."
- Under ORS 697.602(2)(d) "Debt Management Service" includes "[o]btaining 10. or attempting to obtain as an intermediary on a consumer's behalf a concession from a creditor including, but not limited to, a reduction in the principal, interest, penalties or fees associated with a debt."
- 11. Respondent violated ORS 697.612(1)(a) in at least 15 instances by offering to provide debt management services to at least 15 separate Oregon residents, without being registered with the Director as a Debt Management Service Provider ("DMSP"). Specifically, in these 15 instances, Respondent: 1) offered to negotiate—and therefore modify—terms and condition of existing loans; and 2) offered to act as an intermediary to obtain creditor concessions and/or loan forgiveness.

Failure to Perform Budget Analysis

- 12. Under ORS 697.652(2), a DMSP may not contract to perform debt management services for a consumer without first giving the consumer an analysis of the consumer's budget that evaluates whether the debt management services being offered are advantageous to the consumer.
- 13. By failing to provide the 15 Oregonians who contracted for Respondents' services with separate budget analyses, Respondents violated ORS 697.652(2) in at least 15 instances.

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Law.

1	Excessive Initial Fee	
2	14.	Under ORS 697.692(1), a DMSP may charge a consumer only the fees itemized
3	in ORS 697.692(1)(a) to (f).	
4	15.	Under ORS 697.692(1)(a), an initial fee charged by a DMSP may not exceed
5	\$50.	
6	16.	By charging or attempting to charge the 15 Oregonians who contracted for
7	Respondents' services initial fees ranging between \$382 and \$770, Respondents violated	
8	ORS 697.692(1)(a) in at least 15 instances.	
9		Cease and Desist Authority
10	17.	Under ORS 697.825(1)(a), because the Director has reason to believe that
11	Respondents have engaged in violations of the Oregon Debt Management Service Provide	
12	Law, the Director may issue an order to Respondent to cease and desist from violations o	
13	ORS 697	7.612(1)(a), ORS 697.652(2), ORS 697.692(1)(a), and all other provisions of the
14	Oregon Debt Management Service Provider Law.	
15		Civil Penalties Authority
16	18.	Pursuant to ORS 697.832(1), the Director may impose a civil penalty on a
17	person in	an amount not to exceed \$5,000 for each violation of ORS 697.612 and ORS
18	697.642	to ORS 697.702.
19		ORDERS
20	Now therefore, the Director issues the following Orders:	
21	<u>Cease and Desist</u>	
22	19.	As authorized by ORS 697.825(1)(a), the Director ORDERS Respondent to
23	CEASE	AND DESIST from violating ORS 697.612(1)(a), ORS 697.652(2), ORS

697.692(1)(a), and all other provisions of the Oregon Debt Management Service Provider

