



STATE OF OREGON DEPARTMENT OF CONSUMER AND BUSINESS SERVICES DIVISION OF FINANCE AND CORPORATE SECURITIES

BEFORE THE DIRECTOR OF THE DEPARTMENT OF CONSUMER AND BUSINESS SERVICES

In the Matter of:

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

ROVINGE INTERNATIONAL, INC., a Nevada corporation, dba Leads Global, Inc., dba Big-INT, dba Cash Today Ltd., dba GFS aka GFSIL, dba B.I.G. Payday, dba Heathmill B.I.G., and dba Route 66 Funding,

I-10-0010

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

Respondent.

On May 3, 2010, the Director of the Department of Consumer and Business Services for the State of Oregon (hereafter "the Director"), acting by and pursuant to the authority of the Oregon Consumer Finance Act, Oregon Revised Statutes ("ORS") chapter 725, and other applicable authority, issued Administrative Order No. I-10-0010, ORDER TO CEASE AND DESIST, PROPOSED ORDER ASSESSING CIVIL PENALTIES AND NOTICE OF RIGHT TO A HEARING ("the Proposed Order") against Respondent Rovinge International, Inc.

On May 6, 2010, Respondent Rovinge International, Inc. was duly served with a true copy of the Proposed Order by certified United States Mail, postage prepaid, Item No. 7007-3020-0000-3309-4844, and addressed to Jim Harris, president of Respondent Rovinge International, Inc. at the following last known address: 1005 Terminal Way Suite 102, Reno, NV 89502-2179.

Respondent Rovinge International, Inc. has not made a written request for a contested case hearing in this matter and time to do so has now expired.

NOW THEREFORE, after consideration of the file in this matter maintained by the Division of Finance and Corporate Securities, including materials that Respondent may have submitted, the Director hereby issues the following Findings of Fact, Conclusions of Law, and Final Order.

T.

FINDINGS OF FACT

The Director FINDS that:

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

- 1. Rovinge International, Inc. (hereinafter "Respondent" or "Rovinge") is a Nevada corporation with principal offices located at 1005 Terminal Way, Suite 102, Reno, Nevada 89502-2179. Jim Harris is listed as the president, secretary, treasurer and a Director of Rovinge in the business registry records of the State of Nevada Secretary of State. Rovinge is not registered with the State of Oregon Secretary of State as a foreign business. Rovinge does business under several assumed business names including: dba Leads Global, Inc., dba Big-INT, dba Cash Today Ltd., dba GFS aka GFSIL, dba Heathmill B.I.G., and dba Route 66 Funding. It is believed that Rovinge may also do business under other assumed business names that are presently unknown to the Director. Rovinge International, Inc. is believed to be associated with or branch of Rovinge & Meade PLC, which is believed to be located in Great Britain and doing business under the names Rovinge Capital Assets Limited and Rovinge International PLC.
- 2. Rovinge is in the business of making loans to individuals primarily for personal, family or household purposes for periods of less than 60 days. The loans are not made as purchase money loans and are usually evidenced by a check or electronic repayment agreement provided by or on behalf of the borrower. These loans are commonly called "payday loans". Rovinge conducts its payday loan business via the Internet through the websites cited above and others.
- 3. At all relevant times herein, Rovinge was not licensed in Oregon with the Director as a payday lender.

Oregon Borrower "JS"

4. At all times relevant to this matter, an individual identified herein as "JS" was a resident of the State of Oregon.

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

- 5. In January 2008, JS negotiated a short term consumer loan with Rovinge via the Internet through the Cash Today Ltd. and Heathmill B.I.G. websites. JS obtained the loan primarily for personal, family or household purposes. JS negotiated the loan with Rovinge while being physically present in Oregon. As part of the loan terms, JS provided Rovinge with his Oregon bank account information, and allowed Rovinge to access his account. JS's bank account was with a branch of a bank located in Oregon.
- 6. On or about January 15, 2008, Rovinge deposited the loan principal of \$300 in JS's Oregon bank account. Rovinge charged JS a finance charge of \$80. Under the terms of the loan agreement, the loan principal and the finance charge were due the first week of February 2008, a period of less than 31 days from the date of the loan. When JS failed to pay off the loan in the second week of February 2008, Rovinge debited JS's Oregon bank account in the amount of \$80, an effective APR of 648 percent. Thereafter, Rovinge continued to debit JS's Oregon bank account approximately every 30 days in the amount of \$80. JS was charged a minimum of \$140 in interest and fees for his loan. The loan was renewed or "rolled over" more than two times with JS's bank account debited each time.

Oregon Borrower "RJ"

- 7. At all times relevant to this matter, an individual identified herein as "RJ" was a resident of the State of Oregon.
- 8. Rovinge claimed that RJ negotiated a short term consumer loan with Rovinge via the Internet through the GFSIL website, a claim that RJ disputed. RJ did acknowledge that she did obtain a payday loan from another Internet site approximately around the same time Rovinge claims she obtained a loan from the GFSIL site. Any loan made to RJ by Rovinge was primarily for personal, family or household purposes. Any loan negotiated between RJ and Rovinge was done while RJ was physically present in Oregon. Rovinge obtained RJ's Oregon bank account information, and with this information, was able to access RJ's account.

9. On August 15, 2006, Rovinge deposited \$200 into RJ's bank account, a branch of a bank located in Oregon. Rovinge began debiting RJ's Oregon bank account on or about August 25, 2006, a period of ten days from the inception of the loan. Beginning on or about August 25, 2006 and extending until April 6, 2007, Rovinge debited RJ's Oregon bank account sixteen times, approximately every two weeks, for loan fees and interest. The amount debited was never more than \$80 and never less than \$35. In total, RJ was charged \$785 for the \$200 loan. The effective APR for the loan varied between 612 percent and 1460 percent. The loan was renewed or "rolled over" more than two times with RJ's bank account debited each time.

Oregon Borrower "KW"

- 10. At all times relevant to this matter, an individual identified herein as "KW" was a resident of the State of Oregon.
- 11. In August 2007, KW negotiated a short term consumer loan with Rovinge via the Internet through the B.I.G. Payday website. KW obtained the loan primarily for personal, family or household purposes. KW negotiated the loan with Rovinge while being physically present in Oregon. As part of the loan terms, KW provided Rovinge with her Oregon bank account information, and allowed Rovinge to access her account. KW's bank account was with a branch of a bank located in Oregon.
- 12. In August 2007, Rovinge deposited the loan principal of \$300 in KW's Oregon bank account. KW believed the loan would be repaid through bank account debits by October 2007. Rovinge actually debited KW's account until June 20, 2008, taking between \$80 and \$40 from her account approximately every two weeks. In total, Rovinge debited KW's Oregon bank account for \$1,015 for the \$300 loan. The effective APR for the loan to KW was between approximately 324 percent and 500 percent. The loan was renewed or "rolled over" more than two times with KW's bank account debited each time.
- 13. Rovinge charged a total of \$1,940 in interest and fees above nine percent per annum on payday loans to three Oregon residents.

ce and Corporate Securities ies Building
NE, Suite 410

II.

CONCLUSIONS OF LAW

The Director CONCLUDES that:

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

- 14. The short term consumer loans made by Rovinge to Oregon residents JS, RJ and KW are payday loans as defined in ORS 725.600(3).
- 15. The payday loans made by Rovinge to Oregon residents JS, JS and KW are subject to ORS chapter 725 because Rovinge made loans for personal, family or household purposes of less than \$50,000 to consumers who resided in Oregon and the consumers made payment on the loans in this state as defined in ORS 725.602 when Rovinge debited the borrowers' Oregon bank accounts, which were each with a branch of a financial institution located in Oregon.
- 16. Rovinge violated ORS 725.045(1) by conducting a business in which it made payday loans as defined by ORS 725.600(3) to Oregon residents without first obtaining a license under ORS chapter 725.
- 17. Rovinge violated ORS 725.622(1)(a) by making or renewing payday loans for three Oregon residents at rates of interest that exceeded 36 percent per annum, excluding a one-time origination fee for a new loan.
- 18. Rovinge violated ORS 725.622(1)(d) by making or renewing payday loans for two Oregon residents for terms of less than 31 days.
- 19. Rovinge violated ORS 725.622(1)(e) by charging three Oregon consumers a fee or interest other than as allowed by ORS chapter 725.
- 20. Rovinge violated ORS 725.622(1)(h) by renewing three existing payday loans more than two times.
- 21. Rovinge violated ORS 725.626(1) by withdrawing funds electronically from three consumers' bank accounts, or otherwise collected principal, interest, fees or charges for a payday loans when Rovinge did not have a current and valid license issued pursuant to ORS chapter 725.

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26



III.

ORDERS

NOW, THEREFORE, THE DIRECTOR ISSUES THE FOLLOWING ORDER AND PROPOSED ORDER:

Cease and Desist Order

22. Pursuant to the authority of ORS 725.400, the Director hereby ORDERS Respondent Rovinge International, Inc. ("Rovinge") and all of its affiliated or associated companies to CEASE AND DESIST from violating any provision of the Oregon Consumer Finance Act, ORS chapter 725, OAR 441-730-0000 through 441-730-0320, or any rule, order, or policy issued by the Director under that chapter.

Order of Civil Penalty Pursuant to ORS 725.910(1)

- 23. Pursuant to the authority of ORS 725.910, the Director may assess against any person who violates any provision of the Oregon Consumer Finance Act, ORS chapter 725, or any rule or final order of the Director under that chapter, a civil penalty in an amount determined by the Director of not more than \$2,500 per violation.
- 24. Pursuant to ORS 725.910(1), the Director hereby ORDERS Respondent Rovinge to pay a CIVIL PENALTY in the amount of \$42,500 (forty-two thousand five-hundred dollars) for the following violations:
- A CIVIL PENALTY of \$7,500 (seven thousand five-hundred dollars) for three A. violations of ORS 725.045(1), by conducting a business in which it made three payday loans as defined by ORS 725.600(3) to Oregon residents without first obtaining a license under ORS chapter 725.
- B. A CIVIL PENALTY of \$7,500 (two thousand five-hundred dollars) for three violations of ORS 725.622(1)(a), by making or renewing three payday loans at a rate of interest that exceeds 36 percent per annum, excluding a one-time origination fee for a new loan.
 - C. A CIVIL PENALTY of \$5,000 (five thousand dollars) for two violations of ORS

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

725.622(1)(d), by making or renewing two payday loans for Oregon residents for terms of less than 31 days.

- D. A CIVIL PENALTY of \$7,500 (seven thousand five-hundred dollars) for three violations of ORS 725.622(1)(e), for charging three Oregon consumers a fee or interest other than as allowed by ORS chapter 725.
- E. A CIVIL PENALTY of \$7,500 (seven thousand five-hundred dollars) for three violations of 725.622(1)(h), by renewing three existing payday loans more than two times.
- F. A CIVIL PENALTY of \$7,500 (seven thousand five-hundred dollars) for three violations of ORS 725.626(1), for withdrawing funds electronically from three Oregon consumers' bank accounts, or otherwise collecting principal, interest, fees or charges for payday loans when Rovinge did not have a current and valid license issued pursuant to ORS chapter 725.

Order of Civil Penalty Pursuant to ORS 725.910(4)

- 25. In addition to the CIVIL PENALTY assessed above, the Director, pursuant to ORS 725.910(4), may assesses against any person who lends money without the license required under ORS chapter 725 a civil penalty in an amount equal to the interest received that exceeds nine percent per annum. This penalty is to be paid by the Director to the Department of State Lands for the benefit of the Common School Fund.
- Pursuant to ORS 725.910(4), the Director ORDERS Respondent Rovinge to pay a 26. CIVIL PENALTY of \$1,940 (one thousand nine-hundred forty dollars) that represents the amount of interest that exceeded nine-percent per annum received by Rovinge on the three loans described herein.
- 27. The entry of this Order in no way limits further remedies which may be available to the Director under Oregon law.

24 //

25 //

26

	i	
Labor and Industries Building 350 Winter Street NE, Suite 410 Salem, OR 97301-3881 Telephone: (503) 378-4387	1	IT IS SO ORDERED.
	2	Dated this 15th day of June, 2010 at Salem, Oregon,
	3	NUNC PRO TUNC May 3, 2010.
	4	CORY STREISINGER, Director
	5	Department of Consumer and Business Services
	6	/s/ David Tatman
	7	David C. Tatman, Administrator Division of Finance and Corporate Securities
	8	
	9	NOTICE OF RIGHT TO APPEAL
	10	You are entitled to seek judicial review of this order. Judicial review may be obtained by
	11	filing a petition for review with the Oregon Court of Appeals within sixty (60) days from the
	12	service of this final order. Judicial review is pursuant to the provisions of ORS 183.482.
	13	//
	14	//
	15	//
	16	
	17	
	18	
	19	
	20	
	21	
	22	
	23	
	24	
	25	
	26	