STATE OF ILLINOIS
DEPARTMENT OF FINANCIAL & PROFESSIONAL REGULATION
DIVISION OF FINANCIAL INSTITUTIONS

In the Matter of:
Suisse Bancorp, Inc.

) ) ) ) ) ) ) ) 20CC109

CONSENT ORDER

Recitals

WHEREAS, the Illinois Department of Financial and Professional Regulation, ("Department") administers and regulates the Consumer Installment Loan Act, 205 ILCS § 670/1 et seq., and its implementing regulations at 38 Ill. Admin. Code §110.1, et seq.

WHEREAS, Consumer Installment Loan Act, 205 ILCS § 670/1 et seq., provides in relevant part:

Section 1: No person, partnership, association, limited liability company, or corporation shall engage in the business of making loans of money in a principal amount not exceeding $40,000, and charge, contract for, or receive on any such loan a greater rate of interest, discount, or consideration therefor than the lender would be permitted by law to charge if he were not a licensee hereunder, except as authorized by this Act after first obtaining a license from the Director of Financial Institutions (hereinafter called the Director). No licensee, or employee or affiliate thereof, that is licensed under the Payday Loan Reform Act shall obtain a license under this Act except that a licensee under the Payday Loan Reform Act may obtain a license under this Act for the exclusive purpose and use of making title-secured loans, as defined in subsection (a) of Section 15 of this Act and governed by Title 38, Section 110.300 of the Illinois Administrative Code. For the purpose of this Section, "affiliate" means any person or entity that directly or indirectly controls, is controlled by, or shares control with another person or entity. A person or entity has control over another if the person or entity has an ownership interest of 25% or more in the other.

Section 8: Before the 1st day of each December, a licensee must pay to the Director, and the Department must receive, the annual license fee required by Section 2 for the next succeeding calendar year. The license shall expire on the first of January unless the license fee has been paid prior thereto. In addition to such license fee, the reasonable expense of any examination, investigation or custody by the Director under
any provisions of this Act shall be borne by the licensee. If a licensee fails to renew his or her license by the 31st day of December, it shall automatically expire and the licensee is not entitled to a hearing; however, the Director, in his or her discretion, may reinstate an expired license upon payment of the annual renewal fee and proof of good cause for failure to renew.

Section 16. Disclosure of Terms of Contract. In any loan transaction under this Act, the licensee must disclose the following items to the obligor of the loan before the transaction is consummated:

a) The amount and date of the loan contract;
b) The amount of the loan using the term "amount financed";
c) Any deduction from the amount financed or payment made by the obligor for insurance and the type of insurance for which each deduction or payment was made;
d) Any additional deduction from the loan or payment made by the obligor in connection with obtaining the loan;
e) The date on which the finance charge begins to accrue if different from the date of the transaction;
f) The total amount of the loan charge with a description of each amount included using the term "finance charge";
g) The finance charge expressed as an annual percentage rate using the term "annual percentage rate"; ...

WHEREAS, Suisse Bancorp, Inc. is not licensed under the Consumer Installment Loan Act, 205 ILCS § 670/1 et seq.

WHEREAS, Suisse Bancorp, Inc. is not exempt from licensure under the Consumer Installment Loan Act, 205 ILCS § 670/1 et seq.

WHEREAS, on or about June 19, 2019 through on or about July 2, 2020, Suisse Bancorp, Inc. violated the Consumer Installment Loan Act, 205 ILCS § 670/1 et seq., by engaging in the business of making loans of money subject to the Consumer Installment Loan Act without first obtaining a license.

WHEREAS, Suisse Bancorp, Inc., having been advised of its right to a hearing on the charges that it violated the Consumer Installment Loan Act, 205 ILCS § 670/1 et seq., has waived those rights and entered into an Agreement and Stipulation to Entry of a Consent Order attached hereto as Exhibit A.
ORDER

The Department hereby orders Suisse Bancorp, Inc., as follows:

1. Within ten days of the Effective Date, Suisse Bancorp, Inc., shall pay the sum of $7,500.00 (Seven Thousand Five Hundred Dollars) to the Department by check. The check shall be payable to the "Illinois Department of Financial and Professional Regulation" and mailed with tracking to:

   Illinois Department of Financial and Professional Regulation
   Attn: Cash Unit
   320 W. Washington St., Rm. 338
   Springfield, Illinois 62786

2. Suisse Bancorp, Inc., shall not engage in the business of making loans subject to the Consumer Installment Loan Act without first obtaining a license or engage in any other conduct requiring licensing by the Department unless and until it receives licensure the Department. Nothing herein shall be construed as entitling Suisse Bancorp, Inc., to licensure by the Department.

3. If licensed, Suisse Bancorp, Inc. shall provide full disclosure of the terms of the contract at the time of rollover into a new loan subject to the Consumer Installment Loan Act in accordance with 205 ILCS § 670/16.

The Effective Date of this Consent Order shall be the date it is signed by the Department and Suisse Bancorp, Inc. If the Consent Order is signed on different dates, the Effective Date shall be the date of the last signature.

The provisions of this Consent Order shall be binding upon Suisse Bancorp, Inc., and the Department, and their successors and assigns, legatees, heirs, and personal representatives.

The provisions of this Consent Order shall remain effective and enforceable except to the extent that, and until such time as, any provision has been modified, terminated, suspended, or set aside by the Department.

This Consent Order may be executed by physical signatures or electronic signature in counterparts and by email, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with each of the other signed counterparts, shall constitute one Consent Order, which shall be binding and effective as to the Parties. Signatures emailed in portable document format (PDF) shall be acceptable and deemed binding on the Parties as if they were originals.
AGREEMENT AND STIPULATION FOR ENTRY OF CONSENT ORDER

This agreement and stipulation for entry of consent order (the "Agreement") is between the State of Illinois, Department of Financial & Professional Regulation, ("Department") and Suisse Bancorp, Inc.

DEFINITIONS

"Effective Date" shall mean the date this agreement is signed by the Department and Suisse Bancorp, Inc. If the Department and Suisse Bancorp, Inc. sign this Agreement on different dates, the Effective Date shall be the last date listed.

RECITALS

WHEREAS, the Consumer Installment Loan Act, 205 ILCS § 670/1 et seq. provides in relevant part:

Section 1: No person, partnership, association, limited liability company, or corporation shall engage in the business of making loans of money in a principal amount not exceeding $40,000, and charge, contract for, or receive on any such loan a greater rate of interest, discount, or consideration therefor than the lender would be permitted by law to charge if he were not a licensee hereunder, except as authorized by this Act after first obtaining a license from the Director of Financial Institutions (hereinafter called the Director). No licensee, or employee or affiliate thereof, that is licensed under the Payday Loan Reform Act shall obtain a license under this Act except that a licensee under the Payday Loan Reform Act may obtain a license under this Act for the exclusive purpose and use of making title-secured loans, as defined in subsection (a) of Section 15 of this Act and governed by Title 38, Section 110.300 of the Illinois Administrative Code. For the purpose of this Section, "affiliate" means any person or entity that directly or indirectly controls, is controlled by, or shares control with another person or entity. A person or entity has control over another if the person or entity has an ownership interest of 25% or more in the other.

Section 8: Before the 1st day of each December, a licensee must pay to the Director, and the Department must receive, the annual license fee required by Section 2 for the next succeeding calendar year. The license shall expire on the first of January unless the license fee has been paid prior thereto. In addition to such license fee, the reasonable expense of any examination, investigation or custody by the Director under any provisions of this Act shall be borne by the licensee. If a licensee fails to renew his
reasonable expense of any examination, investigation or custody by the Director under any provisions of this Act shall be borne by the licensee. If a licensee fails to renew his or her license by the 31st day of December, it shall automatically expire and the licensee is not entitled to a hearing; however, the Director, in his or her discretion, may reinstate an expired license upon payment of the annual renewal fee and proof of good cause for failure to renew.

Section 16. Disclosure of Terms of Contract. In any loan transaction under this Act, the licensee must disclose the following items to the obligor of the loan before the transaction is consummated:

a) The amount and date of the loan contract;
b) The amount of the loan using the term "amount financed";
c) Any deduction from the amount financed or payment made by the obligor for insurance and the type of insurance for which each deduction or payment was made;
d) Any additional deduction from the loan or payment made by the obligor in connection with obtaining the loan;
e) The date on which the finance charge begins to accrue if different from the date of the transaction;
f) The total amount of the loan charge with a description of each amount included using the term "finance charge";
g) The finance charge expressed as an annual percentage rate using the term "annual percentage rate"; ...

WHEREAS, the Department has jurisdiction to administer the Consumer Installment Loan Act, 205 ILCS § 670/1 et seq.

WHEREAS, Suisse Bancorp, Inc. is not licensed under the Consumer Installment Loan Act, 205 ILCS § 670/1 et seq.

WHEREAS, Suisse Bancorp, Inc. is not exempt from licensure under the Consumer Installment Loan Act, 205 ILCS § 670/1 et seq.

WHEREAS, on or about June 19, 2019 through on or about and July 2, 2020, Suisse Bancorp, Inc. violated the Consumer Installment Loan Act, 205 ILCS § 670/1 by engaging in the business of making loans subject to the Consumer Installment Loan Act without the required license.
WHEREAS, Suisse Bancorp, Inc. violated the Consumer Installment Loan Act, 205 ILCS § 670/16 by failing to provide full disclosure of the terms of the contract at the time of rollover into a new loan.

NOW, THEREFORE, in consideration of the recitals above and the mutual promises, covenants and statements set forth below the Department and Suisse Bancorp, Inc. agree as follows:

AGREEMENT TERMS

1. Suisse Bancorp, Inc. agrees to the entry of the Consent Order attached hereto as “Exhibit 1.” Suisse Bancorp, Inc. agrees that the Consent Order will become a final order, effective upon issuance, and will be fully enforceable by the Department.

2. Suisse Bancorp, Inc. agrees that the Department has jurisdiction over Suisse Bancorp, Inc. and the subject matter of this action. Suisse Bancorp, Inc. waives any right to service of the Consent Order and agrees the issuance of the Consent Order will constitute notice to Suisse Bancorp, Inc. of its terms and conditions.

3. Suisse Bancorp, Inc. expressly waives its right to a hearing, any right to seek any administrative or judicial review of the Consent Order, or to otherwise challenge or contest the validity of the Consent Order.

4. Suisse Bancorp, Inc. within ten days of the Effective Date, agrees to pay the sum of $7,500.00 (Seven Thousand Five Hundred Dollars) to the Department by check. The check shall be payable to the “Illinois Department of Financial and Professional Regulation” and mailed with tracking to:

Illinois Department of Financial and Professional Regulation
Attn: Cash Unit
320 W. Washington St., Rm. 338
Springfield, Illinois 62786

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5. Suisse Bancorp, Inc. agrees that it shall not engage in the business of making loans subject to the Consumer Installment Loan Act or engage in any other conduct requiring licensure by the Department unless and until it receives licensure from the Department. Nothing herein shall be construed as entitling Suisse Bancorp, Inc. to licensure by the Department.

6. Suisse Bancorp, Inc. agrees that, if licensed, it shall provide full disclosure of the terms of the contract at the time of rollover into a new loan in accordance with 205 ILCS § 670/16.

7. This Agreement and the Consent Order only resolves Suisse Bancorp, Inc. potential liability to the Department for law violations that the Department has asserted or might have asserted based on the conduct specifically described in the recitals above, to the extent such conduct occurred before the Effective Date, and the Department has knowledge of them as of the Effective Date. Suisse Bancorp, Inc. acknowledges that no promise or representation has been by the Department or any employee, agent, or representative of the Department, limiting liability outside of this action that may arise from the facts underlying this action.

8. Suisse Bancorp, Inc. agrees that the recitals described above and included in the Consent Order will be taken as true and be given collateral estoppel effect, without further proof, in any proceeding before the Department to enforce the Consent Order, or any subsequent civil litigation by the Department to enforce the Consent Order or the Departments right to any payment or monetary judgment under the Consent Order.

9. The Department, in its sole discretion, may rescind this Agreement and the Consent Order and subject Suisse Bancorp, Inc. to further regulatory action if Suisse Bancorp, Inc. fails to comply with any provision in this Agreement and the Consent Order, including but not limited to the timely payment of any fee, fine, or other payment to be made to the Department.
10. This Agreement consists of six pages and embodies all the terms and conditions of this Agreement and constitutes the complete agreement and understanding among the parties.

11. Except for the payment required by Paragraph 4 of this Agreement and as further described in this paragraph, each of the parties hereby expressly waives any and all rights to costs, expenses and attorneys’ fees from the other. Notwithstanding any other provision of this Agreement, the Department and its agents may recover costs, expenses, and attorneys’ fees from Suisse Bancorp, Inc. in any matter to enforce the Agreement and Consent Order.

12. This Agreement binds the parties and their respective successors, assigns, legatees, heirs, and personal representatives.

13. Neither this Agreement, nor any settlement terms that may have been discussed, is in force or has any effect until the Effective Date of this Agreement.

14. The signatories to this Agreement represent that they have had the opportunity to seek the advice of counsel, they are entering into this Agreement freely and voluntarily, and they have all necessary authority to execute this Agreement.

15. This Agreement may be executed by physical or electronic signature in counterparts and by email, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with each of the other signed counterparts, shall constitute one Agreement, which shall be binding and effective as to the parties. Signatures emailed in portable document format (PDF) shall be acceptable and deemed binding on the parties as if they were originals.
FRANCISCO MENCHACA
DIRECTOR, DIVISION OF FINANCIAL INSTITUTIONS
DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION

Date: ____________________________

SUISSE BANCORP, INC.

By, ________________________________

Date: 7-21-2020