

**STATE OF WASHINGTON
DEPARTMENT OF FINANCIAL INSTITUTIONS
DIVISION OF CONSUMER SERVICES**

IN THE MATTER OF DETERMINING
Whether there has been a violation of the
Check Cashers and Sellers Act of Washington by:

NO. C-13-1356-14-CO02
C-13-1371-14-CO02

ACTION PDL SERVICES, LLC d/b/a ACTION
PAYDAY; JEREMY D. SHAFFER, Co-Manager;
and JOSHUA L. MITCHEM, Co-Manager;

CONSENT AGREEMENT FOR
JOSHUA L. MITCHEM and
JEREMY D. SHAFFER

and

INTEGRITY PDL SERVICES, LLC d/b/a
INTEGRITY PAYDAY LOANS d/b/a IPL TODAY
and JOSHUA L. MITCHEM, Manager,

Respondents.

COMES NOW the Director of the Department of Financial Institutions (Director), through his designee Deborah Bortner, Division Director, Division of Consumer Services, and Joshua L. Mitchem (Respondent Mitchem) and Respondent Jeremy D. Shaffer (Respondent Shaffer), by and through their attorney, John L. Bley, and finding that the issues raised in the above-captioned matter may be economically and efficiently settled, agree to the entry of this Consent Agreement as to Respondents Mitchem and Shaffer. This Consent Agreement is entered pursuant to chapter 31.45 RCW, the Check Cashers and Sellers Act, and RCW 34.05.060 of the Administrative Procedure Act, based on the following:

AGREEMENT AND ORDER

The Department of Financial Institutions, Division of Consumer Services (Department) and Respondents Mitchem and Shaffer have agreed upon a basis for resolution of the matters alleged in Statement of Charges No. C-13-1356-14-SC01 and Statement of Charges No. C-13-1371-14-SC01, entered February 5, 2014, (collectively "Statements of Charges," copies attached hereto) as they relate solely to Respondents Mitchem and Shaffer. Pursuant to chapter 31.45 RCW, the Check Cashers and Sellers Act, and RCW 34.05.060 of the Administrative Procedure Act, Respondents Mitchem and Shaffer hereby agree to the Department's entry of this Consent

CONSENT AGREEMENT
C-13-1356-14-CO02; C-13-1371-14-CO02
JOSHUA L. MITCHEM and
JEREMY D. SHAFFER

1

DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Consumer Services
150 Israel Rd SW
PO Box 41200
Olympia, WA 98504-1200
(360) 902-8703

1 Agreement and further agree that the issues raised in the above-captioned matter may be economically and
2 efficiently settled by entry of this Consent Agreement as to Respondents Mitchem and Shaffer.

3 Based upon the foregoing:

4 **A. Jurisdiction.** Respondents Mitchem and Shaffer consent to the jurisdiction of the Department to
5 enter this Consent Agreement, and solely for purposes of entering into this Consent Order, as well as the
6 jurisdiction of the Department and Washington State courts to the extent required for the Department to enforce
7 all terms contained in this Consent Agreement, including but not limited to this provision. The limited consent
8 provided herein may not be construed as a waiver or consent to jurisdiction for any other purpose as to the
9 Respondents Mitchem and Shaffer.

10 **B. Waiver of Hearing.** It is AGREED that Respondents Mitchem and Shaffer have been informed of
11 the right to a hearing before an administrative law judge, and hereby waive their right to a hearing and any and all
12 administrative and judicial review of the issues raised in this matter, or of the resolution reached herein.
13 Accordingly, Respondents Mitchem and Shaffer, by their signatures below, withdraw their appeal to the Office of
14 Administrative Hearings.

15 **C. No Admission of Liability.** The parties intend this Consent Agreement to fully resolve the
16 Statements of Charges and agree that Respondents Mitchem and Shaffer neither admit nor deny any of the
17 allegations contained in the Statements of Charges.

18 **D. Agreement to Not Conduct Business with Individuals located in Washington State.** It is
19 AGREED that Respondents Mitchem and Shaffer shall not personally or on behalf of any person¹ conduct the
20 business of a Check Casher or Check Seller with a small loan endorsement with respect to any individual
21 located in the state of Washington. Respondents Mitchem and Shaffer agree that this provision precludes them
22 personally or on behalf of any person from making small loans to any individual located in the state of
23

24 ¹ "Person" means an individual, partnership, association, limited liability company, limited liability partnership, trust,
25 corporation, and any other legal entity. See RCW 31.45.010(18) (2010).

1 Washington. Respondents Mitchem and Shaffer further agree that any loans they or any person they have been
2 associated with have previously made to any individual located in the state of Washington at the time of
3 making the loan are not enforceable or collectable. Respondents Mitchem and Shaffer further agree that
4 neither they nor any person they have been associated with or any person on their behalf will collect or attempt
5 to collect outstanding consumer loans that have been made to any individual located in the state of Washington.
6 Respondents Mitchem and Shaffer further agree not to sell or permit the sale of any loan made to any
7 individual located in Washington by Respondent Entities as defined in the related Consent Order concerning
8 Action PDL and Integrity PDL executed contemporaneously with this Consent Agreement.

9 **E. Future Application.** It is AGREED the conduct giving rise to the Statements of Charges will not be
10 used by the Department in assessing a future license application by Respondents Mitchem and Shaffer.

11 **F. Non-Compliance with Order.** It is AGREED that Respondents Mitchem and Shaffer understand
12 that failure to abide by the terms and conditions of this Consent Agreement may result in further legal action by
13 the Director. In the event of such legal action, Respondents Shaffer and Mitchem may be responsible to
14 reimburse the Director for the cost incurred in pursuing such action, including but not limited to, attorney fees.

15 **G. Voluntarily Entered.** It is AGREED that the undersigned Respondents Mitchem and Shaffer have
16 voluntarily entered into this Consent Agreement, which is effective when signed by the Director's designee.

17 **H. Completely Read, Understood, and Agreed.** It is AGREED that Respondents Mitchem and Shaffer
18 have read this Consent Agreement in its entirety and fully understand and agree to all of the same.

19 //

20 //

21 //

22 //

23 //

24 //

25
CONSENT AGREEMENT
C-13-1356-14-CO02; C-13-1371-14-CO02
JOSHUA L. MITCHEM and
JEREMY D. SHAFFER

1 **RESPONDENTS:**

2 **Joshua L. Mitchem**

3 

4 **Joshua L. Mitchem**

Date

12/18/14

5 **Jeremy D. Shaffer**

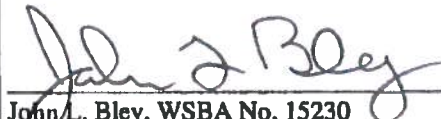
6 

7 **Jeremy D. Shaffer**

Date

12/18/2014

8 **Approved as to Form:**

9 

10 **John L. Bley, WSBA No. 15230**

11 **Attorney at Law, Foster Pepper PLLC**

12 **Attorney for Respondents**

Date

12/12/14

13 **DO NOT WRITE BELOW THIS LINE**

14 THIS ORDER ENTERED THIS 2nd DAY OF January, 2015.

2014.

15 
16 **DEBORAH BORTNER** *Charles Clark*
17 Director
18 Division of Consumer Services
19 Department of Financial Institutions

20 **Presented by:**

21 

22 **DEBORAH TAEILLIOUS**

23 **Financial Legal Examiner Supervisor**

24 **Approved by:**

25 

CHARLES E. CLARK *Steven C. Sherman*
Enforcement Chief



CONSENT AGREEMENT
C-13-1356-14-CO02; C-13-1371-14-CO02
JOSHUA L. MITCHEM and
JEREMY D. SHAFFER

4

DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Consumer Services
150 Israel Rd SW
PO Box 41200
Olympia, WA 98504-1200
(360) 902-8703