

OCCC CASE NO. L25-041

IN THE MATTER OF:	§	BEFORE THE
	§	
MASTER FILE NO.: 17501	§	OFFICE OF CONSUMER
OPPORTUNITY FINANCIAL, LLC	§	
d/b/a OPPLOANS	§	CREDIT COMMISSIONER
130 E. RANDOLPH ST., STE. 3300	§	
CHICAGO, ILLINOIS 60601	§	STATE OF TEXAS

**ORDER DISAPPROVING PLAIN LANGUAGE CONTRACT SUBMISSION**

The Office of Consumer Credit Commissioner (“OCCC”) issues this Order Disapproving Plain Language Contract Submission against Opportunity Financial, LLC d/b/a OppLoans (“OppLoans”).<sup>1</sup>

**Statement of Facts and Law**

Chapter 341 of the Texas Finance Code requires loan contracts entered under Chapter 342 of the Texas Finance Code to be written in plain language designed to be easily understood by the average consumer.<sup>2</sup> A creditor must use either a model contract adopted by rule of the Finance Commission of Texas or a contract that the creditor has submitted to the OCCC for plain language review.<sup>3</sup> If the Consumer Credit Commissioner (“Commissioner”) determines that a contract does not comply with Chapter 341 or its implementing rules, then the Commissioner shall issue an order disapproving the contract.<sup>4</sup> Under Chapter 341’s implementing rules, a contract must be consistent with federal and state law.<sup>5</sup>

In September 2020, OppLoans submitted a loan contract to the OCCC for plain language review. The submission form reflects that the form number for the submission is w123, and that the loan contract is intended to be used under Chapter 342, Subchapter E of the Texas Finance Code.

---

<sup>1</sup> Tex. Fin. Code §§ 14.208, 341.502.

<sup>2</sup> Tex. Fin. Code § 341.502(a).

<sup>3</sup> Tex. Fin. Code § 341.502(b)–(c).

<sup>4</sup> Tex. Fin. Code § 341.502(c).

<sup>5</sup> 7 Tex. Admin. Code § 90.104(a)(3).

For the reasons discussed below, the loan contract submitted by OppLoans was not submitted in its entirety and is inconsistent with state law. Therefore, the loan contract does not comply with Texas Finance Code Chapter 341 and its implementing rules.

#### ***A. Failure to Include Full Contract in Submission***

A plain language loan contract must be submitted in accordance with the OCCC's instructions.<sup>6</sup> The contract must be submitted in its entirety in a text-searchable PDF format.<sup>7</sup>

The loan contract references documents titled "Payment Authorization" and "Arbitration Agreement." On the first and third pages of the loan contract, the contract states: "You are giving security in the Payment Authorization." The loan contract also later states that the Payment Authorization is included in Exhibit B to the contract. In the "Arbitration Agreement" provision, the contract states that the consumer agreed to the Arbitration Agreement contained in Exhibit A when the consumer applied for the loan. The Payment Authorization and Arbitration Agreement were not submitted to the OCCC for review.

Because the Payment Authorization and Arbitration Agreement are referenced in the contract, the Payment Authorization and Arbitration Agreements are part of the loan contract. Because the Payment Authorization and Arbitration Agreements were not submitted to the OCCC for review, the loan contract has not been submitted in its entirety in accordance with OCCC instructions. OppLoans has violated Chapter 341's implementing rule requiring the loan contract to be submitted in its entirety.<sup>8</sup>

#### ***B. Misleading Late Charge Provision***

Under Chapter 342, Subchapter E of the Texas Finance Code, additional interest for default may not exceed 5% of a scheduled installment.<sup>9</sup> Additional interest for default may not be collected more than once on the same installment.<sup>10</sup>

---

<sup>6</sup> 7 Tex. Admin. Code § 90.104(c).

<sup>7</sup> 7 Tex. Admin. Code § 90.104(c)(2).

<sup>8</sup> 7 Tex. Admin. Code § 90.104(c)(2).

<sup>9</sup> Tex. Fin. Code § 342.203(d).

<sup>10</sup> Tex. Fin. Code § 342.203(e).

In the loan contract submitted by OppLoans, the “Late Charge” section states: “If any part of a payment is late, you will be charged a late charge as follows: \$20.00 if your payment is due monthly; \$10.00 if your payment is due bi-weekly; or \$5.00 if your payment is due weekly.”

The loan contract misleadingly suggests that the lender may impose default charges exceeding the maximum allowed under Chapter 342. Because the amount of the default charge is a flat rate and not based on the dollar amount of the loan, the amount could exceed the maximum of 5% of the scheduled installment.

Because the provision misleadingly suggests that the lender may impose default charges in excess of the statutory maximum, the loan contract does not comply with Chapter 341’s requirement to be written in plain language.<sup>11</sup> Because the provision describes an excessive late charge, the loan contract does not comply with Chapter 341’s implementing rule requiring a contract to be consistent with Texas law.<sup>12</sup>

### *C. Unauthorized Collection Costs*

Under Chapter 342 of the Finance Code, a lender may not charge, contract for, or receive an amount that is not authorized by Chapter 342.<sup>13</sup> A loan under Chapter 342, Subchapter E may allow for court costs, attorney’s fees assessed by a court, and certain repossession costs listed in Chapter 342.<sup>14</sup>

The loan contract submitted by OppLoans requires the consumer to pay any reasonable attorney’s fees, court costs, and collection costs in the event of default. Chapter 342 does not allow attorney’s fees or collection costs other than the costs expressly listed in Chapter 342.<sup>15</sup>

Because OppLoans’s loan contract includes unauthorized collection costs, the loan contract is not consistent with state law. Therefore, the loan contract does not comply with Chapter 341’s implementing rule requiring a contract to be consistent with Texas law.<sup>16</sup>

---

<sup>11</sup> Tex. Fin. Code § 341.502(a).

<sup>12</sup> 7 Tex. Admin. Code § 90.104(a)(3).

<sup>13</sup> Tex. Fin. Code § 342.502(a).

<sup>14</sup> Tex. Fin. Code § 342.502(b)(1)–(2).

<sup>15</sup> Tex. Fin. Code § 342.502(a)–(b).

<sup>16</sup> 7 Tex. Admin. Code § 90.104(a)(3).

#### ***D. Incomplete OCCC Notice***

A loan contract under Chapter 342 must contain the name, mailing address, and phone number of the OCCC.<sup>17</sup> The contract must contain an OCCC notice that includes the following sentence: "The lender is licensed and examined under Texas law by the Office of Consumer Credit Commissioner (OCCC), a state agency."<sup>18</sup>

The loan contract submitted for plain language review by OppLoans changes the OCCC notice to state: "The Office of Consumer Credit Commissioner (OCCC) is a state agency, and it enforces certain laws that apply to this contract." Because the loan contract does not include a complete and correct OCCC notice, it does not comply with the rule requiring the OCCC notice in the contract.<sup>19</sup>

#### **Authority**

If the Commissioner determines that a plain language contract does not comply with Section 341.502 of the Texas Finance Code or its implementing rules, then the Commissioner shall issue an order disapproving the contract.<sup>20</sup> If the Commissioner issues an order disapproving a contract, a person may not use the contract after the order takes effect.<sup>21</sup>

The Commissioner has determined that the contract submitted by OppLoans does not comply with Section 341.502 of the Texas Finance Code and its implementing rules. For this reason, the Commissioner issues this Order.

#### **Order**

IT IS ORDERED that:

1. The loan contract submitted by OppLoans with form number w123 is DISAPPROVED.
2. OppLoans must cease and desist using the loan contract with form number w123.

---

<sup>17</sup> Tex. Fin. Code § 14.104.

<sup>18</sup> 7 Tex. Admin. Code § 90.105(b)(1).

<sup>19</sup> 7 Tex. Admin. Code § 90.105(b)(1).

<sup>20</sup> Tex. Fin. Code § 341.502(c).

<sup>21</sup> Tex. Fin. Code § 341.502(d).

3. **No later than 30 days after the date of this Order**, OppLoans must provide the OCCC with a written statement acknowledging that OppLoans has ceased and desisted using the version of form number w123 that was submitted to the OCCC. OppLoans must send the written statement by email to Audrey Spalding at [audrey.spalding@occc.texas.gov](mailto:audrey.spalding@occc.texas.gov).

### **Violation of Order**

If you violate this Order, the OCCC may impose an administrative penalty of up to \$1,000 for each day.<sup>22</sup>

### **Right to Request Hearing**

You have the right to request a hearing regarding this Order.<sup>23</sup> To request a hearing, you must send a written hearing request to the OCCC no later than 30 days after the date of this Order.<sup>24</sup> You must send your request to Audrey Spalding, Assistant General Counsel, by mail to 2601 N. Lamar Blvd., Austin, TX 78705, or by email to [audrey.spalding@occc.texas.gov](mailto:audrey.spalding@occc.texas.gov).

If you request a hearing, a hearing will be set and conducted in accordance with Chapter 2001 of the Texas Government Code.<sup>25</sup> If you fail to request a hearing by this deadline, the Order will be considered final and enforceable.<sup>26</sup>

All communications with the OCCC concerning this matter must be through Audrey Spalding, Assistant General Counsel, who may be contacted by mail at 2601 N. Lamar Blvd., Austin, TX 78705, by telephone at 512-936-7659, or by email to [audrey.spalding@occc.texas.gov](mailto:audrey.spalding@occc.texas.gov).

Signed this 24th day of March, 2025.

/s/Leslie Pettijohn  
Leslie L. Pettijohn  
Consumer Credit Commissioner  
State of Texas

---

<sup>22</sup> Tex. Fin. Code § 14.208(c).

<sup>23</sup> Tex. Fin. Code § 14.208(b).

<sup>24</sup> Tex. Fin. Code § 14.208(b).

<sup>25</sup> Tex. Fin. Code § 14.208(b).

<sup>26</sup> Tex. Fin. Code § 14.208(c).

## CERTIFICATE OF SERVICE

I certify that on March 24, 2025 a true and correct copy of this Order Disapproving Plain Language Contract Submission has been sent to Opportunity Financial, LLC d/b/a OppLoans by the following:

Opportunity Financial, LLC  
Attn: Mary Senesac, Plain Language  
Contact Person  
130 E. Randolph St., Ste. 3400  
Chicago, IL 60601  
msenesac@opploans.com

- ☒ email
- ☐ eFileTexas.gov electronic service
- ☒ regular mail
- ☒ certified mail, return receipt requested  
# 9214 8901 9403 8306 5556 64

Opportunity Financial, LLC  
Attn: Ilene Gilson, Compliance Officer  
130 E. Randolph St., Ste. 3300  
Chicago, IL 60601  
renewals@opploans.com

- ☒ email
- ☐ eFileTexas.gov electronic service
- ☒ regular mail
- ☒ certified mail, return receipt requested  
# 9214 8901 9403 8300 0006 5537 45

Opportunity Financial, LLC  
Attn: Cogency Global, Inc.,  
Registered Agent  
1601 Elm Street, Suite 4360  
Dallas, TX 75201  
sop@cogencyglobal.com

- ☒ email
- ☐ eFileTexas.gov electronic service
- ☒ regular mail
- ☒ certified mail, return receipt requested  
# 9214 8901 9403 8300 0006 5537 52

/s/ Audrey Spalding  
Audrey Spalding  
Assistant General Counsel  
Office of Consumer Credit Commissioner  
State Bar No. 24111055  
2601 North Lamar Blvd.  
Austin, Texas 78705  
512-936-7659 (phone)  
audrey.spalding@occc.texas.gov