

OCCC CASE NO. L25-060

IN THE MATTER OF:	§	BEFORE THE
	§	
MASTER FILE NO.: 1800060789	§	OFFICE OF CONSUMER
SIXUP LENDING LLC	§	
77 VAN NESS AVENUE,	§	CREDIT COMMISSIONER
SUITE 101, MS-1223	§	
SAN FRANCISCO, CALIFORNIA 94102	§	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 Sixup Lending LLC (“Sixup Lending”).¹

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.² 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.³ 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.⁴ Under Chapter 341’s implementing rules, a contract must be consistent with federal and state law.⁵

In June 2022, Sixup Lending submitted a loan contract to the OCCC for plain language review. The submission form reflects that the form number for the

¹ Tex. Fin. Code §§ 14.208, 341.502.

² Tex. Fin. Code § 341.502(a).

³ Tex. Fin. Code § 341.502(b)-(c).

⁴ Tex. Fin. Code § 341.502(c).

⁵ 7 Tex. Admin. Code § 90.104(a)(3).

submission is 61299 Texas, and that the loan contract is intended to be used under Chapter 342, Subchapter E of the Texas Finance Code.

For the reasons discussed below, the loan contract submitted by Sixup Lending was not submitted in its entirety, is inconsistent with state law, and is not written in plain language designed to be easily understood by the consumer. 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.⁶ The contract must be submitted in its entirety in a text-searchable PDF format.⁷ Contracts for private student loans must include application or solicitation disclosures, approval disclosures, and final disclosures.⁸

The loan contract contains references to the "Approval Disclosure", "Final Disclosure", and "Arbitration Provision". None of these disclosures or provisions were submitted to the OCCC for review. The contract did not include application or solicitation disclosures, and Sixup Lending did not provide these disclosures to the OCCC.

Because the disclosures and arbitration provision are referenced in the contract, they are part of the loan contract. Because the Approval Disclosure, Final Disclosure, and Arbitration Provision were not submitted to the OCCC for review, the loan contract has not been submitted in its entirety in accordance with OCCC instructions. Further, as the loan contract does not include all required provisions, it does not comply with federal law. Sixup Lending has violated Chapter 341's implementing rule requiring the loan contract to be submitted in its entirety and Chapter 341's rule requiring the loan contract to be compliant with federal law.⁹

⁶ 7 Tex. Admin. Code § 90.104(c).

⁷ 7 Tex. Admin. Code § 90.104(c)(2).

⁸ 2 C.F.R. § 1026.47(a), (b), (c).

⁹ 7 Tex. Admin. Code § 90.104(a)(3).

B. 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 342.¹⁰ 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 342.¹¹

The loan contract submitted by Sixup Lending requires the consumer to pay "collection costs, including reasonable attorney's fees" in the event of default. Chapter 342 does not allow attorney's fees or collection costs other than the costs expressly listed in Chapter 342.¹²

Because Sixup Lending'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.¹³

C. Communications Provision

In the loan contract submitted by Sixup Lending, there is a provision titled "Communications" that contains the following sentence: "You may communicate with me using any means of communication. These means include ADAD equipment, pre-recorded voice messages, text messages or email." The term "ADAD equipment" is not defined in the contract, and an average consumer might not understand its meaning.

Because the loan contract's Communications provision contains an undefined term, it is not written in plain language designed to be easily understood by the average consumer.

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

¹⁰ Tex. Fin. Code § 342.502(a).

¹¹ Tex. Fin. Code § 342.502(b).

¹² Tex. Fin. Code § 342.502(a)-(b).

¹³ 7 Tex. Admin. Code § 90.104(a)(3).

Commissioner shall issue an order disapproving the contract.¹⁴ If the Commissioner issues an order disapproving a contract, a person may not use the contract after the order takes effect.¹⁵

The Commissioner has determined that the contract submitted by Sixup Lending 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 Sixup Lending LLC with form number 61299 Texas is DISAPPROVED.
2. Sixup Lending must cease and desist using the loan contract with form number 61299 Texas.
3. **No later than 30 days after the date of this Order**, Sixup Lending must provide the OCCC with a written statement acknowledging that Sixup Lending has ceased and desisted using the version of form number 61299 Texas that was submitted to the OCCC. Sixup Lending must send the written statement by email to Audrey Spalding at 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.¹⁶

Right to Request Hearing

You have the right to request a hearing regarding this Order.¹⁷ 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.¹⁸

¹⁴ Tex. Fin. Code § 341.502(c).

¹⁵ Tex. Fin. Code § 341.502(d).

¹⁶ Tex. Fin. Code § 14.208(c).

¹⁷ Tex. Fin. Code § 14.208(b).

¹⁸ Tex. Fin. Code § 14.208(b).

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.

If you request a hearing, a hearing will be set and conducted in accordance with Chapter 2001 of the Texas Government Code.¹⁹ If you fail to request a hearing by this deadline, the Order will be considered final and enforceable.²⁰

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.

Signed this 7th day of August, 2025.

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

¹⁹ Tex. Fin. Code § 14.208(b).

²⁰ Tex. Fin. Code § 14.208(c).

CERTIFICATE OF SERVICE

I certify that on August 7, 2025, a true and correct copy of this Order Disapproving Plain Language Contract Submission has been sent to Sixup Lending LLC by the following:

Sixup Lending LLC
Attn: Jennie Gross, Plain Language
Contact Person
77 Van Ness Ave., Suite 101, MS-1223
San Francisco, CA 94102
jgross@sixup.com

- ☒ email
- ☐ eFileTexas.gov electronic service
- ☒ regular mail
- ☒ certified mail, return receipt requested
#9214 8901 9403 8300 0026 7649 92

Sixup Lending LLC
Attn: Augustine Bui, Compliance Officer
77 Van Ness Ave., Suite 101, MS-1223
San Francisco, CA 94102
compliance@sixup.com

- ☒ email
- ☐ eFileTexas.gov electronic service
- ☒ regular mail
- ☒ certified mail, return receipt requested
#9214 8901 9403 8300 0026 7651 42

Sixup Lending LLC
Attn: Cogency Global, Inc.,
Registered Agent
1601 Elm Street, Suite 4360
Dallas, TX 75201
statrep@cocencyglobal.com

- ☒ email
- ☐ eFileTexas.gov electronic service
- ☒ regular mail
- ☒ certified mail, return receipt requested
#9214 8901 9403 8300 0026 7652 58

/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