IN THE MATTER OF:	**BEFORE THE MARYLAND**
AMERICAN HOME SAVER SOLUTIONS, LLC	**COMMISSIONER OF**
USAHSS, LLC	**FINANCIAL REGULATION**
DEBT FREEDOM USA, LLC	
HOME AMERICAN SOLUTIONS, LLC	**Case No.: CFR-FY2010-179**
CURT S. MOHAMMED	
WILSON HERNANDEZ	
RENE DE LEON	
RENE ZELAYA	
JOHN KENWORTHY, and	
SERGIO DAVID LOPEZ	
Respondents.	

FINAL ORDER TO CEASE AND DESIST

WHEREAS, the Deputy Commissioner of Financial Regulation (the "Deputy Commissioner") undertook an investigation into the credit services business activities of American Home Saver Solutions, LLC, USAHSS, LLC, Debt Freedom USA, LLC, Home American Solutions, LLC, Curt S. Mohammed, Wilson Hernandez, Rene De Leon, Rene Zelaya, John Kenworthy and Sergio David Lopez, (collectively, the "Respondents") and Richard G. Solomon ("Solomon"); and

WHEREAS, as a result of that investigation, the Deputy Commissioner finds grounds to allege that Respondents violated various provisions of the Annotated Code of Maryland, including Commercial Law Article ("CL"), Title 14, Subtitle 19, (the Maryland Credit Services

Businesses Act, hereinafter "MCSBA"), Financial Institutions Article ("FI"), Title 11, Subtitles 2 and 3, and Real Property Article ("RP"), Title 7, Subtitle 3 (Protection of Homeowners in Foreclosure Act, hereinafter "PHIFA"), and the Commissioner finds that action under FI §§ 2-114 and 2-115, and RP § 7-319.1 is appropriate.

WHEREAS, the Deputy Commissioner issued a Summary Order to Cease and Desist (the "Summary Order") against Respondents and Solomon May 26, 2013, after determining that Respondents and Solomon were in violation of the aforementioned provisions of Maryland law, and that it was in the public interest that Respondents and Solomon cease and desist from engaging in credit services business activities and/or foreclosure consulting activities with Maryland residents, homeowners and/or consumers (hereinafter "Maryland Consumers"), including directly or indirectly offering, contracting to provide, or otherwise engaging in, loan modification, loss mitigation, foreclosure consulting, or similar services related to residential real property (hereinafter "loan modification services"); and

WHEREAS, the Summary Order notified Respondents and Solomon of, among other things, the following: that Respondents and Solomon were entitled to a hearing before the Commissioner to determine whether the Summary Order should be vacated, modified, or entered as a final order of the Commissioner; that the Summary Order would be entered as a final order if Respondents and Solomon did not request a hearing within 15 days of the receipt of the Summary Order; and that as a result of a hearing, or of Respondents' and Solomon's failure to request a hearing, the Commissioner may, in the Commissioner's discretion and in addition to taking any other action authorized by law, enter an order making the Summary Order final, issue penalty orders against Respondents and Solomon, issue orders requiring Respondents and Solomon to pay restitution and other money to consumers, as well as take other actions related to Respondents' and Solomon's business activities; and

WHEREAS, the Summary Order was properly served on Respondents and Solomon via First Class U.S. Mail and Certified U.S. Mail; and

WHEREAS, after further consideration of the facts and circumstances relevant to Solomon, the Deputy Commissioner has dropped the charges which are the subject of the Summary Order, as to Solomon, who is therefore not a Respondent in this Final Order.

WHEREAS, Respondents failed to request a hearing on the Summary Order within the fifteen (15) day period set forth in FI § 2-115(a)(2), CL § 14-1911 and RP §7-319.1, and have not filed a request for a hearing as of the date of this Final Order to Cease and Desist (this "Final Order"); and

WHEREAS, the Commissioner has based his decision in this Final Order on the following determinations:

1. The MCSBA defines "*credit services business*" at CL § 14-1901(e); this provision provides, in part, as follows:

> (1) "Credit services business" means any person who, with respect to the extension of credit by others, sells, provides, or performs, or represents that such person can or will sell, provide, or perform, any of the following services in return for the payment of money or other valuable consideration:
> (i) Improving a consumer's credit record, history, or rating or establishing a new credit file or record;
> (ii) Obtaining an extension of credit for a consumer; or
> (iii) Providing advice or assistance to a consumer with regard to either subparagraph (i) or (ii) of this paragraph.

Additionally, CL § 14-1901(f) defines "*extension of credit*" as "the right to defer payment of debt or to incur debt and defer its payment, offered or granted primarily for personal, family, or household purposes."

2. Unless otherwise exempt, pursuant to CL §§ 14-1901(e) and 14-1903(d), persons engaged in the business of offering or providing short sale, foreclosure mitigation, forbearance or

loss mitigation services and/or credit repair servicer fall under the statutory definition of "credit services businesses," and are thereby subject to the licensing, investigatory, enforcement, and penalty provisions of the MCSBA.

3. The following relevant and credible evidence, obtained pursuant to the Commissioner's investigation, was considered in the issuance of the Summary Order: Respondents' standard documents for providing loan modification services for Maryland Consumers; communications between Respondents and the Commissioner; communications between Respondents and Maryland Consumers; statements by Maryland Consumers who had entered into agreements with Respondents for loan modification services but for whom Respondents failed to obtain loan modifications; and the Commissioner's licensing records. More particularly, at all times prior to the issuance of the Summary Order, the evidence adduced supports the following findings:

a. Respondent American Home Saver Solutions, LLC ("AHSS"), USAHSS, LLC, and Debt Freedom USA, LLC ("DFU") are affiliated Maryland limited liability companies operating out of offices located in Gaithersburg and Rockville, Maryland. Respondent Home American Solutions, LLC ("HAS") is a Maryland limited liability company operating out of offices in Gaithersburg, Maryland.

b. Respondents Curt S. Mohammed, Wilson Hernandez, Rene de Leon, Rene Zelaya, John Kenworthy, and Sergio David Lopez engaged in business activities involving Maryland Consumers and Maryland residential real property. Curt S. Mohammed, Wilson Hernandez, Rene de Leon, Rene Zelaya, John Kenworthy, and Sergio David Lopez are the owners, directors, officers, managers, employees and/or agents of AHSS, USAHSS, DFU and/or HAS .

c. In June 2009, [redacted] ("Consumer A"), who was in default on his Maryland residential mortgage loan and in a docketed foreclosure, entered into an agreement with Respondents for loan modification services. Consumer A paid approximately $2,500 in up-front fees to Respondents in exchange for which Respondents represented that they would be able to prevent foreclosure and obtain a loan modification of Consumer A's mortgage. Although Respondents collected $2,500 in up-front fees, Respondents never obtained a loan modification for Consumer A and the home was sole at a foreclosure auction in October 2009.

d. In September 2009, [redacted] ("Consumer B") entered into an agreement for loan modification services with Respondents. Consumer B paid approximately $2,500 in up-front fees to Respondents in exchange for which Respondents represented that they would be able to obtain a loan modification of Consumer B's mortgage. Although Respondents collected $2,500 in up-front fees, Respondents never obtained a loan modification for Consumer B.

e. Between August and September 2009, [redacted] ("Consumer C") entered into an agreement with Respondents for loan modification services. Consumer C paid approximately $1,000 in up-front fees to Respondents in exchange for which Respondents represented that they would be able to obtain a loan modification for Consumer C. Although Respondents collected $1,000 in up-front fees, Respondents never obtained a loan modification for Consumer C.

f. In August 2009 [redacted] and [redacted] (together "Consumer D"), who were more than 60 days in default on their Maryland residential mortgage loan, entered into an agreement with Respondents for loan modification services. Consumer D paid approximately $2,100 in up-front fees to Respondent in exchange for which Respondents represented that they would be able to obtain a loan modification for Consumer D. Although Respondents collection $2,100 in up-front fees, Respondents never obtained a loan modification for Consumer D.

g. In July 2009, [redacted] and [redacted] (together "Consumer E"), were more than 60 days in default on their Maryland residential mortgage loan, and in a docketed foreclosure. Consumer E entered into an agreement with Respondents for loan modification services, for which Consumer E paid approximately $1,800 in up-front fees. Although Respondents collected $1,800 in up-front fees, Respondents never obtained a loan modification agreement and Consumer E's home was sold at a foreclosure auction in December 2009.

h. In August 2009, [redacted] and [redacted] (together "Consumer F"), were more than 60 days in default on their Maryland residential mortgage loan. Consumer F entered into an agreement with Respondents for loan modification services, for which Consumer F paid approximately $1,800 in up-front fees. Although Respondents collected $1,800 in up-front fees, Respondents never obtained a loan modification agreement for Consumer F.

i. Between January and February 2009, [redacted] ("Consumer G"), was more than 60 days in default on her Maryland residential mortgage loan, and in a docketed foreclosure. Consumer G entered into an agreement with Respondents for loan modification services, for which Consumer G paid approximately $1,500 in up-front fees. Although Respondents collected $1,500 in up-front fees, Respondents never obtained a loan modification agreement for Consumer G.

j. In about August 2009, [redacted] ("Consumer H"), entered into an agreement with Respondents for loan modification services, for which Consumer H paid approximately $2,500 in up-front fees. Although Respondents collected $2,500 in up-front fees, Respondents never obtained a loan modification agreement for Consumer H.

k. In October 2009, Edwin and [redacted] (together "Consumer I"), were more than 60 days in default on their Maryland residential mortgage loan and in a docketed foreclosure. Consumer I entered into an agreement with Respondents for loan modification services, for which Consumer I paid approximately $1,500 in up-front fees. Respondents represented to Consumer I that they would be able to stop the foreclosure, and obtain a loan modification agreement for Consumer I. Although Respondents collected $1,500 in up-front fees, Respondents never obtained a loan modification agreement and Consumer I's home was sold at foreclosure auction in October 2009.

l. In May 2009, [redacted] ("Consumer J") was more than 60 days in default on his Maryland residential mortgage loan. Consumer J entered into an agreement with Respondents for loan modification services, for which Consumer J paid Respondents approximately $1,500 in up-front fees. Although Respondents collected $1,500 in up-front fees, Respondents never obtained a loan modification agreement for Consumer J.

m. In July 2009, [redacted] ("Consumer K") was more than 60 days in default on her Maryland residential mortgage loan, and in a docketed foreclosure. Consumer K entered into an agreement with Respondents for loan modification services. Consumer K paid approximately $3,500 in up-front fees to Respondent in exchange for which Respondents represented that they would be able to obtain a loan modification for Consumer K. Although Respondents collected $3,500 in up-front fees, Respondents never obtained a loan modification for Consumer K.

n. In June 2009, [redacted] ("Consumer L"), entered into an agreement with Respondents for Loan modification services for which Consumer L paid Respondents approximately $4,000 in up-front fees. Although Respondents collected $4,000 in up-front fees, Respondents never obtained a loan modification for Consumer L.

o. In October 2009, [redacted] ("Consumer M"), entered into an agreement with Respondents for loan modification services, for which Consumer M paid Respondents approximately $1,500 in up-front fees. Although Respondents collected $1,500 in up-front fees, Respondents never obtained a loan modification agreement for Consumer M.

4. In the present matter, Respondents are subject to the MCSBA, including its prohibition on engaging in credit services business activities without first being licensed under the MCSBA. *See* CL § 14-1902(1) ("[a] credit services business, its employees, and independent contractors who sell or attempt to sell the services of a credit services business shall not: (1) [r]eceive any money or other valuable consideration from the consumer, unless the credit services business has secured from the Commissioner a license under Title 11, Subtitle 3 of the Financial Institutions Article. . . ."); CL §14-1903(b) ("[a] credit services business is required to be licensed under this subtitle and is subject to the licensing, investigatory, enforcement, and penalty provisions of this subtitle and Title 11, Subtitle 3 of the Financial Institutions Article"); FI § 11-302(b) ("[u]nless the person is licensed by the Commissioner, a person may not: . . . (3) [e]ngage in the business of a credit services business as defined under Title 14, Subtitle 19 of the Commercial Law Article"); and FI § 11-303 ("[a] license under this subtitle shall be applied for and issued in accordance with, and is subject to, the licensing and investigatory provisions of Subtitle 2 of this title, the Maryland Consumer Loan Law – Licensing Provisions").

5. According to the Commissioner's records, at no time relevant to the facts set forth in the Summary Order of May, 26, 2013 have the Respondents been licensed by the Commissioner under the MCSBA.

6. Respondents have engaged in credit services business activities without having the requisite license by advertising that they could provide loan modification services as described above, and by entering into contractual agreements with Consumers A, B, C, D, E, F,

G, H, I, J, K, L, and M, ("Consumers A through M") to provide such services. Respondents' unlicensed loan modification activities thus constitute violations of CL § 14-1902(1), CL §14-1903(b), FI § 11-302, and FI § 11-303, thereby subjecting Respondents to the penalty provisions of the MCSBA.

7. Respondents made or used false or misleading representations in their sale of services to Maryland Consumers in violation of CL § 14-1902(4). For example, Respondents represented that they would be able to stop foreclosures and obtain beneficial loan modifications for Maryland homeowners when in fact Respondents failed to do either – stop a pending foreclosure, or obtain beneficial loan modifications for the Maryland Consumers.

8. Additionally, by collecting up-front fees prior to fully and completely performing all services on behalf of all of the Consumers A through M, Respondents violated CL § 14-1902(6) of the MCSBA ("[a] credit services business, its employees, and independent contractors who sell or attempt to sell the services of a credit services business shall not: . . . (6) [c]harge or receive any money or other valuable consideration prior to full and complete performance of the services that the credit services business has agreed to perform for or on behalf of the consumer").

9. Respondents further violated the MSCBA by failing to obtain the requisite surety bonds, in violation of CL §§14-1908 and 14-1909; and they failed to include all of the requisite contractual terms in their agreements with Consumers A through M as required under CL §14-1906.

10. As the agreements between Respondents and each Consumer A through M failed to comply with the specific requirements imposed by the MCSBA (as discussed above), all such contracts between Respondents and each of the Consumers A though M are void and unenforceable as against the public policy of the State of Maryland pursuant to CL § 14-1907(b)

("[a]ny contract for services from a credit services business that does not comply with the applicable provisions of this subtitle shall be void and unenforceable as contrary to the public policy of this State").

11. The MCSBA prohibits fraud and deceptive business practices at CL § 14-1902(5), which provides as follows:

> [a] credit services business, its employees, and independent contractors who sell or attempt to sell the services of a credit services business shall not: . . . (5) [e]ngage, directly or indirectly, in any act, practice, or course of business which operates as a fraud or deception on any person in connection with the offer or sale of the services of a credit services business.

2 CL § 14-1912 discusses liability for failing to comply with the MCSBA, providing as follows:

> (a) *Willful noncompliance.* – Any credit services business which willfully fails to comply with any requirement imposed under this subtitle with respect to any consumer is liable to that consumer in an amount equal to the sum of:
> (1) Any actual damages sustained by the consumer as a result of the failure;
> (2) A monetary award equal to 3 times the total amount collected from the consumer, as ordered by the Commissioner;
> (3) Such amount of punitive damages as the court may allow; and
> (4) In the case of any successful action to enforce any liability under this section, the costs of the action together with reasonable attorney's fees as determined by the court.
> (b) *Negligent noncompliance.* – Any credit services business which is negligent in failing to comply with any requirement imposed under this subtitle with respect to any consumer is liable to that consumer in an amount equal to the sum of:
> (1) Any actual damages sustained by the consumer as a result of the failure; and
> (2) In the case of any successful action to enforce any liability under this section, the cost of the action together with reasonable attorney's fees as determined by the court.

12. Respondents engaged, directly or indirectly, in acts, practices, or other activities which operated as a fraud or deception on persons in connection with the offer or sale of the

services of a credit services business, and thereby violated CL § 14-1902(5); such actions also constituted willful noncompliance with the MCSBA under CL § 14-1912(a). Respondents' fraudulent, deceptive, and willful conduct included the following: they failed to perform, negotiate or obtain the loan modifications for Consumers A through M which they promised to provide and for which they had collected up-front fees. Respondents also failed to stop the pending foreclosures with those Consumers to whom they had represented they would. Further, Respondents refused to provide a full refund to Consumers A through M when such refund was due for lack of service.

13. Under PHIFA, (specifically RP § 7-301(i)), the term "*homeowner*" is defined as "the record owner of a residence in default or a residence in foreclosure, or an individual occupying the residence under a use and possession order issued under Title 8, Subtitle 2 of the Family Law Article." In turn, pursuant to RP § 7-301(j), the term "*residence in default*" refers to homeowner-occupied Maryland residential real property "on which the mortgage is at least 60 days in default," while pursuant to RP § 7-301(k), "*residence in foreclosure*" refers to homeowner-occupied Maryland residential real property "against which an order to docket or a petition to foreclose has been filed."

14. a. Pursuant to RP § 7-301(c), a "*foreclosure consultant*" is defined as a person who:

> (1) Solicits or contacts a homeowner in writing, in person, or through any electronic or telecommunications medium and directly or indirectly makes a representation or offer to perform any service that the person represents will:
>
> (i) Stop, enjoin, delay, void, set aside, annul, stay, or postpone a foreclosure sale;
>
> (ii) Obtain forbearance from any servicer, beneficiary or mortgagee;
>
> (iii) Assist the homeowner to exercise a right of reinstatement provided in the loan documents or to refinance a loan that is in foreclosure and for which notice of foreclosure proceedings has

been published;

(iv) Obtain an extension of the period within which the homeowner may reinstate the homeowner's obligation or extend the deadline to object to a ratification;

(v) Obtain a waiver of an acceleration clause contained in any promissory note or contract secured by a mortgage on a residence in default or contained in the mortgage;

(vi) Assist the homeowner to obtain a loan or advance of funds;

(vii) Avoid or ameliorate the impairment of the homeowner's credit resulting from the filing of an order to docket or a petition to foreclose or the conduct of a foreclosure sale;

(viii) Save the homeowner's residence from foreclosure;

(ix) Purchase or obtain an option to purchase the homeowner's residence within 20 days of an advertised or docketed foreclosure sale; or

(x) Arrange for the homeowner to become a lessee or renter entitled to continue to reside in the homeowner's residence after a sale or transfer; or

(2) Systematically contacts owners of residences in default to offer foreclosure consulting services.

b. Pursuant to RP §7-301(d), a "*foreclosure consulting contract*" is defined as "a written, oral, or equitable agreement between a foreclosure consultant and a homeowner for the provision of any foreclosure consulting service,"

c. Pursuant to RP §7-301(e), a "*foreclosure consulting service*" includes:

(1) Receiving money for the purpose of distributing it to creditors in payment or partial payment of any obligation secured by a lien on a residence in default;

(2) Contacting creditors on behalf of a homeowner;

(3) Arranging or attempting to arrange for an extension of the period within which a homeowner may cure the homeowner's default and reinstate the homeowner's obligation;

(4) Arranging or attempting to arrange for any delay or postponement of the sale of a residence in default;

(5) Arranging or facilitating the purchase of a homeowner's equity of redemption of legal or equitable title;

(6) Arranging or facilitating the sale of a homeowner's residence of the transfer of legal title, in any form, to another party as an alternative to foreclosure; or

(7) Arranging for or facilitating a homeowner remaining in the homeowner's residence after a sale or transfer as a tenant, renter, or lessee under terms provided in a written lease.

15. Unless otherwise exempt, the provisions of PHIFA apply to, *inter alia*, activities in which a person or business entity solicits, offers, sells, provides, or enters into an agreement to provide, residential mortgage loan modification services (a/k/a loss mitigation, foreclosure consulting, and similar services) pertaining to homeowner-occupied Maryland residential real property which is in default or in foreclosure.

16. The Commissioner's investigation revealed that the business activities of the Respondents are subject to PHIFA. By entering into agreements with Maryland homeowners in default to provide residential mortgage loan modification services pertaining to homeowner-occupied Maryland residential real property, the Respondents acted as "foreclosure consultants" under PHIFA (as that term is defined at RP § 7-301(c)), as they had entered into "foreclosure consulting contracts" with homeowners for the provision of "foreclosure consulting services" (as those terms are defined under RP §§ 7-301(d) and (e), respectively). As such, the Respondents are required to comply with all provisions of PHIFA applicable to foreclosure consultants.

17. Respondents failed to comply with the requirements of PHIFA. First, the Respondents violated RP § 7-307(2) by requiring Consumers A through M to pay up-front fees prior to successfully obtaining loan modification agreements for those Consumers.

18. The Respondents also violated PHIFA by inducing Consumers A through M to enter into a foreclosure consulting agreement which lacked the notices of rescission and related information required under RP §§ 7-305 and 7-306(a)(6), (b), and (c), and thus the Respondents violated RP § 7-307(10) ("[a] foreclosure consultant may not . . . [i]nduce or attempt to induce any homeowner to enter into a foreclosure consulting contract that does not comply in all respects with [PHIFA])."

19. The Respondents further violated PHIFA when they breached the duty of reasonable care and diligence required under RP § 7-309(b) and BO&P § 17-532(c)(vi), including, but not limited to, the following conduct: they failed to perform those loan modification and/or foreclosure prevention services for Consumers A through M which they promised to provide and for which they had collected up-front fees.

NOW, THEREFORE, having determined that Respondents waived their right to a hearing in this matter by failing to request a hearing within the time period specified in the Summary Order, and pursuant to CL §§ 14-1911, 14-1907, 14-1912, and FI § 2-115, RP §7-319.1 it is by the Maryland Commissioner of Financial Regulation, hereby:

ORDERED that the Summary Order issued by the Deputy Commissioner against Respondents on May 26, 2013, is entered as a final order of the Commissioner and that Respondents shall permanently **CEASE** and **DESIST** from engaging in any further credit services business activities and/or foreclosure consultant activities with Maryland consumers, including contracting to provide, or otherwise engaging in loan modification services, foreclosure consulting, or similar services with Maryland consumers; and it is further

ORDERED that all provisions of this Final Order shall also apply to all unnamed partners, employees, and/or agents of Respondents; and

ORDERED that, pursuant to FI §2-115(b) and RP §7-319.1, and upon careful consideration of (i) the seriousness of the Respondents' violations; (ii) the lack of good faith of Respondents, (iii) the history and nature of Respondents' violations; and (iv) the deleterious effect of Respondents' violations on the public and on the credit services businesses and mortgage industries, Respondents shall pay to the Commissioner a total civil money penalty in the amount of **$65,000**, which consists of the following:

Prohibited Activity and Violation	**Penalty per Violation**	**x Number of Violations**	**= Penalty**
Unlicensed Activity in Violation of MCSBA	$1,000	13 Md. Consumers	$13,000
Charging Up-Front Fees in Violation of MCSBA	$1,000	13 Md. Consumers	$13,000
Failure to Obtain a Surety Bond in Violation of MSCBA	$1,000	13 Md. Consumers	$13,000
Charging Up-Front Fees in Violation of PHIFA	$1,000	13 Md. Consumers	$13,000
Breaching the Duty of Reasonable Care and Diligence in Violation of PHIFA	$1,000	13 Md. Consumers	$13,000

And it is further,

ORDERED that Respondents shall pay to the Commissioner, by cashier's or certified check made payable to the "Commissioner of Financial Regulation," the amount of **$65,000** within fifteen (15) days from the date of this Final Order; and it is further

ORDERED that, pursuant to CL § 14-1907(b), all foreclosure consulting or loan modification agreements which Respondents entered into with any Maryland Consumers are void and unenforceable as contrary to the public policy of the State of Maryland; and it is further

ORDERED that, as Respondents' activities constituted willful noncompliance with the MCSBA, pursuant to CL § 14-1912(a) Respondents shall pay a monetary award in an amount equal to three times the amount collected from these consumers; and thus Respondents shall pay the following monetary awards: **$7,500** to Consumer A,; **$7,500** to Consumer B; **$3,000** to Consumer C; **$6,300** to Consumer D; **$5,400** to Consumer E; **$5,400** to Consumer F; **$4,500** to

Consumer G; **$7,500** to Consumer H; **$4,500** to Consumer I; **$4,500** to Consumer J; **$10,500** to Consumer K; **$12,000** to Consumer L; and **$4,500** to Consumer M; and it is further

ORDERED that Respondents shall pay the required monetary award to Maryland Consumers including Consumers A, B, C, D, E, F, G, H, I, J, K, L, M, within 30 days of the date of this Final Order. Respondents shall make payment by mailing to Maryland consumers a check in the amount specified above via U.S. First Class Mail at the most recent address of the Maryland Consumers known to the Respondents. If the mailing of a payment is returned as undeliverable by the U.S. Postal Service, Respondents shall promptly notify the Commissioner in writing for further instruction as to the means of the making of said payment. Upon the making of the required payment, the Respondents shall furnish evidence of having made the payments to the Commissioner within sixty (60) days of this Final Order being signed, which evidence shall consist of a copy of the front and back of the cancelled check for the payment; and it is further

ORDERED that Respondents shall send all correspondence, notices, civil penalties and other required submissions to the Commissioner at the following address: Commissioner of Financial Regulation, 500 North Calvert Street, Suite 402, Baltimore, Maryland 21202, Attn: Proceedings Administrator.

5/20/14
Date

Mark A. Kaufman
Commissioner of Financial Regulation