

MARYLAND COMMISSIONER \* BEFORE THE  
OF FINANCIAL REGULATION \* COMMISSIONER OF  
v. \* FINANCIAL REGULATION  
THE GLENMORE LAW FIRM, LLC, \* OAH CASE NO: DLR-CFR-76A-11-47495  
THE GLENMORE LAW GROUP, \* CFR FILE NO.: FY2012-070  
THE HOMEOWNERSHIP \*  
PROTECTION CENTER, \*  
NEWTON GAYNOR, \*  
CAROLYN BOWMAN, \*  
AND \*  
CLARENCE BALDWIN \*  
RESPONDENTS \*

**FINAL ORDER**  
**DATE 5/21/13**

\* \* \* \* \*

**PROPOSED ORDER**

The Findings of Fact, Conclusions of Law, and Recommended Order of the Administrative Law Judge in the captioned case having been considered in its entirety, it is **ORDERED** by the Commissioner of Financial Regulation (the "Commissioner") this 23<sup>rd</sup> day of April, 2013 that:

A. That the Findings of Fact in the recommended decision be, and hereby are, **AFFIRMED**;

B. That the Conclusions of Law in the recommended decision be, and hereby are, **AFFIRMED**;

C. That the Recommended Order be, and hereby is, **AMENDED** as follows:

**ORDERED** that the Respondents, The Glenmore Law Firm, LLC, the Glenmore Law Group, the Homeownership Protection Center, Newton Gaynor, Carolyn Bowman, and Clarence Baldwin (the “Respondents”), violated Sections 14-1902(1), (4), (5), and (6), 14-1903(b), 14-903.1, 14-1904(a), 14-1905(a)(5) and (b), 14-1906(a) and (b), 14-1907(a), 14-1908, and 14-1909 of the Commercial Law Article; Sections 11-302 and 11-303 of the Financial Institutions Article; and Sections 7-305, 7-306, and 7-307 of the Real Property Article, Annotated Code of Maryland;

**ORDERED** that the Respondents did not violate Section 7-309 of the Real Property Article, Annotated Code of Maryland;

**ORDERED** that any contracts entered into by Maryland consumers with the Respondents are void and unenforceable;

**ORDERED** that the Respondents shall immediately **CEASE AND DESIST** from engaging in any further credit services business activities or foreclosure consultant services involving Maryland residents and shall immediately **CEASE AND DESIST** from violating the aforementioned statutory provisions of the Annotated Code of Maryland;

**ORDERED** that the Respondents The Glenmore Law Firm, Carolyn Bowman, and Newton Gaynor shall jointly and severally pay a monetary award in the amount of \$211,200.00, and that Respondent Clarence Baldwin pay a monetary award in the amount of \$1,800.00 to the Maryland consumers, all as specified on pages 38 and 39 of the Proposed Decision;

**ORDERED** that the Respondents The Glenmore Law Firm, Carolyn Bowman, and Newton Gaynor shall jointly and severally pay a civil penalty to the Commissioner in

the amount of \$98,000.00, and that Respondent Clarence Baldwin shall pay a civil penalty to the Commissioner in the amount of \$3,600.00;

**ORDERED** that the Respondents shall pay the monetary awards to the consumers within 30 days of the date of the Final Order by mailing to each consumer a cashier's check, certified check, or money order in the amount specified via first class mail to the consumer's most recent address. If the payment is returned as undeliverable, the Respondents shall promptly notify the Commissioner in writing in order to receive further instructions. The Respondents shall provide evidence of each payment by providing the Commissioner with a copy of the cashier's check, certified check, or money order within 60 days of the date of the Final Order;

**ORDERED** that the Respondents shall pay the civil penalties to the Commissioner by cashier's check, certified check, or money order, made payable to the "Commissioner of Financial Regulation", in the amount of the civil penalty owed, within 30 days of the date of the Final Order;

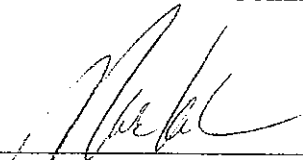
**ORDERED** that the records and publications of the Office of the Commissioner reflect this decision.

D. Pursuant to §10-220 of the State Government Article, the Commissioner finds that the Recommended Order of the Administrative Law Judge had to be amended to provide for the time and method by which the monetary awards and civil penalties must be paid.

E. Pursuant to COMAR 09.01.03.09, Respondents have the right to file exceptions to the Proposed Order and present arguments to the Commissioner. Respondents have twenty (20) days from the postmark date of this Proposed Order to file

exceptions with the Commissioner. COMAR 09.01.03.09A(1). The date of filing exceptions with the Commissioner is the date of personal delivery to the Commissioner or the postmark date on mailed exceptions. COMAR 09.01.03.09A(2).

Unless written exceptions are filed within the twenty (20)-day deadline noted above, this Order shall be deemed to be the final decision of the Commissioner.



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Mark Kaufman  
Commissioner of Financial  
Regulation

MARYLAND COMMISSIONER OF  
FINANCIAL REGULATION  
v.  
THE GLENMORE LAW FIRM, LLC,  
THE GLENMORE LAW GROUP, THE  
HOMEOWNERSHIP PROTECTION  
CENTER,  
NEWTON GAYNOR,  
CAROLYN BOWMAN,  
AND  
CLARENCE BALDWIN,  
RESPONDENTS

\* BEFORE SONDRAL. SPENCER,  
\* AN ADMINISTRATIVE LAW JUDGE  
\* OF THE MARYLAND OFFICE OF  
\* ADMINISTRATIVE HEARINGS  
\* OAH NO.: DLR-CFR-76A-11-47495  
\* CFR FILE NO.: FY2012-070  
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**PROPOSED DECISION**

STATEMENT OF THE CASE  
ISSUES  
SUMMARY OF THE EVIDENCE  
FINDINGS OF FACT  
DISCUSSION  
CONCLUSIONS OF LAW  
RECOMMENDED ORDER

**STATEMENT OF THE CASE**

On October 27, 2011, the Commissioner of Financial Regulation (the Commissioner or CFR) issued to The Glenmore Law Firm, LLC, The Glenmore Law Group, and several other Respondents, a Summary Order to Cease and Desist (Summary Order). That Summary Order directed the Respondents to cease and desist from engaging in credit services business activities with Maryland residents, homeowners and/or consumers, including directly or indirectly

offering, contracting to provide, or otherwise engaging in loan modification, loss mitigation or similar services related to Maryland residential real property, in violation of various provisions of the Maryland Annotated Code, including Title 14, Subtitle 19 of the Commercial Law Article (CL or the Commercial Law Article), more commonly known as the Maryland Credit Services Business Act (MCSBA),<sup>1</sup> Title 11, Subtitles 2 and 3 of the Financial Institutions Article (FI or Financial Institutions Article) and Title 7, Subtitle 3 of the Real Property Article (RP or the Real Property Article), more commonly known as the Protection of Homeowners in Foreclosure Act (PHIFA). Several Respondents requested a hearing on the Summary Order.

Pursuant to CL § 14-911, on December 5, 2011, the Commissioner forwarded this case to the Office of Administrative Hearings (OAH), delegating to OAH the authority to conduct a hearing and to issue proposed findings of fact, proposed conclusions of law, and a recommended order to determine whether and to what extent relief is appropriate as a result under CL §§ 14-1907, 14-1911 and/or 14-1919; FI §§ 2-114; and 2-115 and RP § 7-319.1.

On March 14, 2012, the CFR filed an Amended Summary Order to Cease and Desist (Amended Order) against the same Respondents named in the Summary Order and others, not named in the Summary Order. (CFR Ex. 3).

A hearing was scheduled for April 4, 2012, at the Office of Administrative Hearing (OAH) in Hunt Valley, Maryland. At the request of counsel for one of the Respondents, the April 4, 2012, hearing was postponed and rescheduled for May 9, 2012.

Due to the number of Respondents and other pending issues, I changed the hearing scheduled on May 9, 2012, to an in-person pre-hearing conference. Jedd Bellman, Assistant Attorney General, represented the CFR. Robert Hesselbacher, Esquire, represented Respondent

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<sup>1</sup> The relevant sections are contained in the 2005 Replacement Volume and, as to sections 14-1901 and 14-1902, the 2012 Supplement to the Maryland Annotated Code's Commercial Law Article.

Tawana Shephard, Esquire.<sup>2</sup> Respondent Carolyn Bowman represented herself. Respondent Newton Gaynor represented himself. The following Respondents who had requested a hearing were not present and were not represented: The Glenmore Law Firm, LLC, and Clarence Baldwin. The CFR rescinded the Amended Order against the following Respondents: Kevin Smith, Esq., Christopher Grace, Christopher Ames, and S. Shiva Arati. As a result of discussions at the pre-hearing conference, an Order was issued scheduling the hearing for May 15 through May 21 and June 18 through June 22, 2012.

I conducted a hearing on the merits on May 15, May 16, May 17, May 18, and May 21, 2012, at the OAH. CL § 14-1911(c). Assistant Attorney General Bellman represented the CFR. Respondents Bowman and Gaynor represented themselves. Respondent The Glenmore Law Firm (Respondent Glenmore Law) was not present or represented at the hearing. Respondent Baldwin was present at the hearing from May 15 through May 18 and represented himself.

Due to a family emergency, I was unable to continue the hearing on June 18, 2012, nor any day through August 13, 2012. On August 27, 2012, I reconvened the hearing. Assistant Attorney General Bellman and Respondents Bowman and Gaynor appeared at the hearing. Respondent Baldwin and Respondent Glenmore Law did not appear at the hearing. Since the CFR had rested its case on May 21, 2012, I asked Respondents Bowman and Gaynor to present their respective cases. Respondents Bowman and Gaynor rested on the evidence presented and asked to proceed to closing argument. Due to the complexity of the issues, the number of respondents and the lapse between hearing dates, I requested and the parties agreed to submit written closing arguments. The parties agreed to the following schedule: CFR's closing argument due October 26, 2012; Respondents' closing arguments due November 26, 2012; and CFR's response due December 3, 2012. CFR submitted its written closing argument on October

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<sup>2</sup> On May 16, 2012, after the start of the hearing, Respondent Shephard withdrew her request for a hearing.

26, 2012. The Respondents failed to submit closing arguments on November 26, 2012. I kept the record open until December 3, 2012 to provide the Respondents additional time to submit closing arguments. The record closed on December 3, 2012.

The contested case provisions of the Administrative Procedure Act, the hearing regulations of the Department of Labor, Licensing and Regulation (DLLR), and OAH's Rules of Procedure govern the procedures in this case. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2009 & Supp. 2012); COMAR 09.01.03; 28.02.01.

### ISSUES

1. Did the Respondents engage in unlicensed credit services business activities and fail to clearly and conspicuously state in each advertisement the number of their license or exemption in violation of sections 14-1903(b) and 14-1903.1 of the Commercial Law Article and sections 11-302 and 11-303 of the Financial Institutions Article?
2. Did the Respondents receive up-front fees, money or other valuable consideration for engaging or agreeing to engage in unlicensed credit services business activities in violation of section 14-1902(1) and (6) of the Commercial Law Article?
3. Did the Respondents fail to provide Maryland consumers with the required information statements in connection with the sale of services of a credit services business in violation of sections 14-1904(a) and 14-1905 of the Commercial Law Article?
4. Did the Respondents fail to include required contractual terms in their agreements with Maryland consumers in violation of section 14-1906(a)-(b) of the Commercial Law Article?
5. Is the retainer agreement between the Respondents and Maryland consumers void and unenforceable under section 14-1907(b) of the Commercial Law Article?
6. Did the Respondents breach their obligations arising under their contracts with Maryland consumers in violation of section 14-1907(a) of the Commercial Law Article?



7. Did the Respondents make misrepresentations or misleading statements to Maryland consumers in violation of section 14-1902(4) of the Commercial Law Article?
8. Did the Respondents fail to obtain the surety bond required for credit services business in violation of sections 14-1908 and 14-1909 of the Commercial Law Article?
9. If the Respondents violated any of the statutes cited above, what sanction(s) is/are appropriate?

### SUMMARY OF THE EVIDENCE

#### Exhibits

The Commission offered over sixty exhibits which were admitted into the record. The Respondents did not offer any exhibits. A complete exhibit list is attached.

#### Testimony

The CFR presented the following witnesses:

[REDACTED], consumer  
Christopher Grace, Respondent Glenmore Law former employee  
[REDACTED] consumer  
Carolyn Bowman, Respondent  
[REDACTED], consumer  
[REDACTED] consumer  
[REDACTED], consumer  
[REDACTED], consumer  
[REDACTED], consumer  
Vincent Brown, Respondent Glenmore Law former employee  
Clarence Baldwin, Respondent  
[REDACTED], consumer  
[REDACTED], consumer  
[REDACTED], consumer  
Newton Gaynor, Respondent  
[REDACTED] consumer  
Shakyamunire (Shiva) Arati, Esquire, Respondent Glenmore Law former employee  
Kelly Brown, Respondent Glenmore Law former employee  
Christopher Amos, Respondent Glenmore Law former employee  
Tawana Shephard, Esquire, Respondent Glenmore Law former employee  
Kevin Smith, Respondent Glenmore Law former employee

Calvin I. Wink, Jr., CFR Director of Investigation  
Aviance Morris, Respondent Glenmore Law former employee  
Julio Hernandez, CFR Investigator

Respondent Bowman presented the testimony of [REDACTED] consumer.

No further witnesses were offered by the parties.

### FINDINGS OF FACT

I find the following facts by a preponderance of the evidence:

#### General Facts – Respondent Glenmore Law

1. Respondent Glenmore Law, which was created in 2010, is an active Maryland corporation operating out of offices at 5010 Sunnyside Avenue, Beltsville, Maryland. At all relevant times, Respondent Glenmore Law offered, contracted to provide, and engaged in direct loan modification services involving residential real property in Maryland.
2. Respondent Glenmore Law did not provide law books or access to any online search engine (*e.g.*, Lexis or Westlaw) to its staff.
3. Respondent Glenmore Law also referred to itself as The Homeowner Protection Center after the CFR issued the Summary Order in October 2011.
4. Both Respondent Glenmore Law and the Homeownership Protection Center operated out of the same address and both offered, contracted to provide, and engaged in direct loan modification services and foreclosure consultant services involving Maryland residential property.
5. The Homeownership Protection Center is not a registered business entity. The Homeownership Protection Center had the same clients, utilized the same internal policies and procedures manuals, had the same employees, and used the same standard documents for providing loan modification services and foreclosure consultant services to Maryland consumers as Respondent Glenmore Law.

6. The Homeownership Protection Center had the same management and ownership structure as Respondent Glenmore Law. Respondent Gaynor was the chief executive officer and Respondent Bowman oversaw the day-to-day operations.

7. Level 10 Solutions is another offspring of Respondent Glenmore Law. Level 10 Solutions was incorporated in May 2010. Respondent Gaynor is listed as the resident agent. Level 10 Solutions was located at the same address as Respondent Glenmore Law. Forensic audit checks were frequently written out to Level 10 Solutions.

8. The Respondents advertised and marketed to Maryland consumers that the Respondents could obtain loan modifications for homeowners on their residential mortgages. The Respondents used telemarketers, the print media and the internet to advertise their loan modification and foreclosure consultant services.

9. Some Maryland consumers who hired the Respondents signed boilerplate Attorney Retainer Agreements, boilerplate Third-Party Authorizations and Agreements to Release, and boilerplate Mortgage Audit Customer Agreements, while some did not sign any agreements or contracts.

10. The agreements that were signed by Maryland consumers did not contain detailed descriptions of the services, itemization of the costs, information regarding filing complaints with the CFR, and cancellation and rescission rights, and failed to disclose whether the Respondents possessed a surety bond and the consumers' right to go against the bond. The Respondents did not discuss these requirements with the consumers.

11. In many cases, the Respondents failed to obtain loan modifications, failed to provide the services contracted for, failed to return communications from Maryland consumers, and failed to provide requested refunds.

12. Respondent Glenmore Law was not licensed by the State to engage in credit services business activities with Maryland consumers and was not exempt from licensing.

13. None of the Respondents obtained a surety bond.

14. The Respondents offered loan modification to Maryland consumers who were in default or in foreclosure on their residential mortgage loans and acted as foreclosure consultants.

Respondent Gaynor

15. Respondent Gaynor is the owner, director, officer and manager of Respondent Glenmore Law and the Homeownership Protection Center, and was directly involved in providing loan modification services to Maryland consumers. Respondent Gaynor is not a licensed attorney in Maryland or any in other jurisdiction.

16. Respondent Gaynor also owned Level 10 Solutions. Respondent Bowman worked for Respondent Glenmore Law and Level 10 Solutions.

17. Respondent Gaynor used funds from Respondent Glenmore Law's operating account for his personal use.

18. Respondent Gaynor advised Maryland consumers to stop paying their mortgage loans.

19. Respondent Gaynor hired the following attorneys to work at Respondent Glenmore Law:

Christopher Grace – September 2011 to November 2011

Shakyamunire Shiva Arati – Winter 2010 to Spring 2011

Kelly Brown – November 2010 to February 2011 and November 2011 to February 2012

Tawana Shephard – May 2010 to May 2011

Keith Smith – January 2011 to April 2011 (license to practice law suspended February 17, 2011)

Christopher Amos – May 2011 to July 2011

20. The principal duty of the attorneys hired by Respondent Gaynor was to provide loan modification services to consumers involving Maryland residential property.

21. The attorneys hired by Respondent Gaynor filed several civil actions challenging the validity of consumers' residential mortgage loans, and failed to prosecute those cases after the initial filings.

22. Respondent Gaynor was aware that Keith Smith had been suspended from the practice of law, but continued to employ him as head of litigation after the suspension went into effect.

23. At no relevant time was Respondent Gaynor either licensed by the State to engage in credit services business activities with Maryland consumers or exempt from such licensing.

#### Respondent Bowman

24. Respondent Bowman started working for Respondent Glenmore Law in January 2011. She was initially hired as a presenter to familiarize prospective clients with the services offered by Respondent Glenmore Law. Respondent Bowman is not a licensed attorney in Maryland or in any other jurisdiction.

25. Respondent Bowman was promoted from presenter to customer service officer and then to operating officer.

26. At the time Respondent Bowman started working for Respondent Glenmore Law, she did not have any experience in mortgage services, loss mitigations or loan modifications.

27. Respondent Bowman provided presentations to prospective consumers about the loan modification process and collected fees from Maryland consumers.

28. Respondent Bowman advised Maryland consumers to stop paying their mortgage loans.

29. Respondent Bowman was authorized to sign checks for Level One Solutions and Respondent Glenmore Law.

30. At no relevant time was Respondent Bowman either licensed by the State to engage in credit services business activities with Maryland consumers or exempt from such licensing.

Respondent Baldwin

31. Respondent Baldwin provided loan modification services as a subcontractor/third party vendor for Respondent Glenmore Law and Level 10 Solutions.<sup>3</sup>

32. Respondent Baldwin conducted forensic audits of residential mortgage loans for Respondent Glenmore Law and Level 10 Solutions.

33. Respondent Glenmore Law collected an up-front fee of \$895.00 for loan modification services, out of which Respondent Baldwin was compensated \$300.00. The \$300.00 checks were written on the Level 10 Solutions' account.

34. Respondent Baldwin received a certificate from the National Association of Mortgage Underwriters after completing a thirty-two hour course. The certificate contains the following disclaimer, in pertinent part:

Furthermore, this training does not imply nor encourage trainees to offer foreclosure relief/prevention assistance services directly to homeowners, as it is illegal in many states for loan modification consultants and businesses to charge up-front fees for their services....

35. After he received his certification, Respondent Baldwin started a company called Asset Community Development Foundation, Inc.

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<sup>3</sup> Forensic audit checks were frequently made out to Level 10 Solutions.

36. Asset Community Development Foundation, Inc., advertised on the internet as a company providing forensic and securitization audits to assist victims of predatory lending and fraud, as well as providing foreclosure intervention.

37. Respondent Baldwin worked for Respondent Glenmore Law and Level 10 Solutions from March 2010 until January 2011.

38. Respondent Baldwin or Carrol Jackson (under the auspices of Asset Community Development Foundation, Inc.), conducted the following forensic audits for Respondent Glenmore Law and Level 10 Solutions:

DATE	CONSUMER	AUDITOR
September 28, 2010	[REDACTED]	Respondent Baldwin
October 14, 2010	[REDACTED]	Respondent Baldwin
October 26, 2010	[REDACTED]	Respondent Baldwin
November 8, 2010	[REDACTED]	Respondent Baldwin
December 8, 2010	[REDACTED]	Respondent Baldwin
December 12, 2010	[REDACTED]	Respondent Baldwin
January 7, 2011	[REDACTED]	Respondent Baldwin
March 9, 2011	[REDACTED]	Carrol Jackson
March 18, 2011	[REDACTED]	Carrol Jackson
March 23, 2011	[REDACTED]	Carrol Jackson
April 4, 2011	[REDACTED]	Carrol Jackson

39. At no relevant time was Respondent Baldwin either licensed by the State to engage in credit services business activities with Maryland consumers or exempt from such licensing.

*Consumers<sup>4</sup>*

[REDACTED]

40. [REDACTED] resides in Baltimore, Maryland. At the time of the hearing, he had resided in his home for thirteen years.

41. In June 2011, [REDACTED] received a call from the Homeownership Protection Center advising him that he could lower his interest rate through a loan modification.

42. On June 14, 2011, [REDACTED] met with Respondent Bowman at 5010 Sunnyside Avenue, Beltsville, Maryland. A sign on the wall indicated the business was called The Glenmore Law Firm; no sign indicated the business was called the Homeownership Protection Center.

43. Respondent Bowman discussed a loan modification with [REDACTED] and asked for a \$4,895.00 check up front and a fee of \$1,500.00 per month until the modification was final.

44. [REDACTED] paid \$4,895.00 by check and authorized an automatic draw from his account of \$1,500.00 per month. A total of \$4,500.00 was automatically withdrawn from [REDACTED] account from July 2011 through September 2011.

45. On June 14, 2011, [REDACTED] signed a Third Party Authorization and Agreement to Release and an Attorney Retainer Agreement printed on Respondent Glenmore Law's stationery.

46. Respondent Bowman advised [REDACTED] that he would receive a forensic audit. [REDACTED] never received a forensic audit.

47. [REDACTED] provided documents to Respondent Glenmore Law and spoke to a negotiator, Crystal Crumb.

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<sup>4</sup> The following consumers testified at the hearing.



48. [REDACTED] stopped paying his mortgage effective October 2011, and after receiving letters from his mortgage company about foreclosure he tried to contact Respondent Bowman and Crystal Crumb. Respondent Bowman and Crystal Crumb did not return his calls.

49. At the time of the hearing, [REDACTED] mortgage was in default.

50. [REDACTED] did not receive a loan modification or a forensic audit. His requests for a refund have been ignored.

51. [REDACTED] paid a total of \$9,395.00 (the three \$1,500.00 monthly payments and the \$4,895.00 up front money) to the Respondents.

[REDACTED]

52. [REDACTED] resides in Baltimore, Maryland. At the time of the hearing, he had lived in his home for six years.

53. In 2011, [REDACTED] was having problems paying his mortgage and heard that Respondent Glenmore Law could offer assistance.

54. [REDACTED] went to The Glenmore Law Firm in Beltsville and met with Respondent Bowman. Respondent Bowman advised [REDACTED] that a forensic audit would be performed at a cost of \$895.00 to determine if his mortgage company violated any law, and that if there were violations the Respondent Glenmore Law would negotiate a decrease in his mortgage.

55. On September 17, 2011, [REDACTED] signed a Third Party Agreement and Agreement to Release and a Retainer Agreement printed on Respondent Glenmore Law's stationery.

56. On September 17, 2011, [REDACTED] signed a Mortgage Audit Customer Agreement printed on Level 10 Solutions' stationery. The Mortgage Audit Customer Agreement included a cancellation notice.

57. [REDACTED] made a check to Level 10 Solutions in the amount of \$895.00 for the forensic audit and a check for \$1,500.00 to Respondent Glenmore Law as a retainer.

58. [REDACTED] did not receive a forensic audit, a mortgage modification, or a refund of his fees upon request.

[REDACTED]

59. [REDACTED] resides in Edgewater, Maryland. At the time of the hearing, he had lived in his home for five years. As of February 2011, [REDACTED] mortgage was in active foreclosure.

60. [REDACTED] while searching the Internet, found Respondent Glenmore Law's advertisement regarding loan modifications.

61. On February 18, 2011, [REDACTED] met with S. Shiva Arati, Esquire, at the Respondent Glenmore Law's office in Beltsville, Maryland. They discussed Ms. Arati's experience and success with obtaining modifications [REDACTED] retained Ms. Arati at a flat fee of \$5,000.00.

62. [REDACTED] paid \$1,000.00 on February 18, 2011 and made two more payments of \$1,000.00 each, for a total of \$3,000.00.

63. Ms. Arati advised [REDACTED] that a securitization audit would be performed to determine the proper title chain and if the lender did not offer a modification, she would proceed to court to obtain a free and clear title to his residence.

64. A forensic audit was conducted on [REDACTED] first mortgage on March 23, 2011. [REDACTED] was attempting to obtain a modification on his then-current second mortgage. The audit was conducted by Carrol Jackson, Certified Forensic Loan Auditor, Asset Community Development Foundation, Inc. [REDACTED] reviewed the audit but never received a copy.

65. [REDACTED] did not obtain a loan modification and his repeated calls to Respondent Glenmore Law went unanswered.

[REDACTED]

66. In March 2011 [REDACTED] and [REDACTED] contacted Respondent Glenmore Law to assist them in resolving a problem with their mortgage company and tax charges.

67. The [REDACTED] owned a residence that was occupied by their daughter in Upper Marlboro, Maryland. At the time that the [REDACTED] contacted Respondent Glenmore, the last mortgage payment had been made on January 22, 2010.

68. The [REDACTED] met with Respondent Bowman. Respondent Bowman advised them that a forensic audit would be conducted.

69. Respondent Glenmore Law charged the [REDACTED] \$1,500.00 for the forensic audit and an additional fee of \$1,500 per month for a modification.

70. The [REDACTED] made one \$1,500.00 payment and their daughter made the other \$1,500.00 payments. The [REDACTED] paid Respondent Glenmore Law from March 2011 until January 2012.

71. The [REDACTED] could not receive a loan modification because the Upper Marlboro, Maryland property was not owner-occupied.

72. In January 2012, the [REDACTED] ended their relationship with Respondent Glenmore Law because the property was foreclosed.

[REDACTED]

73. [REDACTED] and [REDACTED] had been default on their mortgage since February 2010. As of February 2011, the [REDACTED] had received a notice of intent to foreclose.

74. [REDACTED] met with Respondent Bowman in March 2011. Respondent Bowman discussed a forensic audit and reviewed the [REDACTED] mortgage papers. Respondent Bowman advised that it would take three-to-six months to get a loan modification, and would cost

\$1,500.00 per month that must be paid by monthly draws from the [REDACTED] checking account.

[REDACTED] did not sign a retainer agreement or a third party release agreement.

75. The [REDACTED] mortgage loan was modified in May 2011.

[REDACTED]

76. [REDACTED] and [REDACTED] had been unable to make mortgage payments at their residence in Hyattsville, Maryland, and in June 2010 were contacted by telephone by Respondent Glenmore Law.

77. [REDACTED] met with Respondent Bowman in June 2010 and paid \$895.00 for a forensic audit.

78. A forensic audit was performed by Respondent Baldwin and dated September 28, 2010.

79. The [REDACTED] were advised that there were twenty-three law violations and that it would cost an additional \$5,000.00 to sue the mortgage company.

80. In February 2011, the [REDACTED] received a loan modification offer from their mortgage company. The [REDACTED] declined the offer.

81. By March 2011, the [REDACTED] had paid Respondent Glenmore Law \$5,000.00.

82. Between June 2010 and March 2011, the [REDACTED] had contact with several Respondent Glenmore Law employees. Unaware of the status of their modification, the [REDACTED] asked for a refund in March 2011. There has been no communication between Respondent Glenmore Law and the [REDACTED] since March 2011.

83. The [REDACTED] did not receive a refund.

[REDACTED]

On February 10, 2010, [REDACTED] executed a \$500.00 check to the Homeownership Protection Center.<sup>5</sup>

84. In August 2010, [REDACTED] was offered a loan modification by her loan company.<sup>6</sup>

85. In October 2011, [REDACTED] received a notice of intent to foreclose.

86. On October 13, 2011, [REDACTED] met with Respondent Gaynor at her residence.

[REDACTED] first met Respondent Gaynor in September 2011 while vacationing in Jamaica.

87. [REDACTED] paid \$2,390.00 to Respondent Glenmore Law for a forensic audit. The check was made out to Level 10 Solutions.

88. [REDACTED] did not execute any retainer agreement or any type of contract with Respondent Glenmore Law.

89. Respondent Glenmore Law did not obtain a forensic audit or a loan modification for [REDACTED]

[REDACTED]

[REDACTED]

90. As of February 2, 2011, [REDACTED] and [REDACTED] were two months behind in their mortgage payments on their residence located in Forestville, Maryland.

91. On March 8, 2011, after receiving several phone calls from Respondent Glenmore Law, the [REDACTED] met with Respondent Glenmore Law staff to discuss a loan modification.

92. On March 10, 2011, the [REDACTED] signed a third party authorization and agreement to release with Respondent Glenmore Law.

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<sup>5</sup> It is unclear from the record why the check was dated months before [REDACTED] first meeting with Respondent Gaynor in September 2011. According to [REDACTED] testimony, the \$500.00 check was a down payment for litigation. Again, the record is not clear as to the purpose of the litigation.

<sup>6</sup> According to [REDACTED], she accepted the loan modification and the bank rescinded the offer. [REDACTED] testified that she does not know why the bank rescinded her loan modification.

93. The [REDACTED] paid the following amounts to the Respondent Glenmore Law for assistance in obtaining a mortgage loan modification:

February 28, 2011 \$895.00

April 25, 2011 \$895.00

May 6, 2011 \$895.00

94. On May 4, 2011, the [REDACTED] received a pre-foreclosure notice.

95. On December 13, 2011, the [REDACTED] signed a third party authorization and agreement to release with Homeownership Protection Center.

96. The [REDACTED] paid the following additional amounts to the Homeownership Protection Center for assistance in obtaining a mortgage loan modification:

December 19, 2012 \$500.00

January 2, 2012 \$500.00

97. Respondent Glenmore Law did not obtain a forensic audit or a loan modification for the [REDACTED]

[REDACTED]

98. [REDACTED] and [REDACTED] primary residence is in Bowie, Maryland. The [REDACTED] also own rental property in Lanham, Maryland.

99. In May 2010, the [REDACTED] were offered and accepted a one-year modification of their mortgage loan on their primary residence.

100. In March 2011, the [REDACTED] received a phone call from Respondent Glenmore Law offering them a forensic audit to determine if their mortgage company had engaged in predatory financing.

101. The [REDACTED] signed an attorney retainer agreement and a third party authorization and release agreement with Respondent Glenmore Law in March 2011.

102. In March 2011, S. Shiva Arati, Esquire, an employee of Respondent Glenmore Law, advised the [REDACTED] to stop paying the mortgages on their primary residence and their rental property, which they did.

103. A forensic audit was performed on the [REDACTED] primary residence by Carrol Jackson on April 4, 2011.

104. In April 2011, the [REDACTED] received a notice of intent to foreclose on their primary residence.

105. The [REDACTED] paid the following amounts to the Respondents for a forensic audit and assistance in obtaining a mortgage loan modification:

August 8, 2011 – Respondent Glenmore Law - \$1,500.00

September 12, 2011 – Respondent Glenmore Law - \$1,500.00

October 11, 2011 – Respondent Glenmore Law - \$1,500.00

November 10, 2011 - Homeownership Protection Center - \$1,500.00

December 6, 2011 –Homeownership Protection Center - \$1,500.00

March 2, 2012 – Respondent Bowman - \$1,500.00

106. Respondent Glenmore Law Firm did not obtain a loan modification for the [REDACTED]

107. In June 2010, Respondent Gaynor's wife, a real estate agent, was showing Ms. [REDACTED] a house because the [REDACTED] residence was in foreclosure. Respondent Gaynor was present at the showing.

108. Respondent Gaynor advised the [REDACTED] that he was an attorney, explained the forensic audit process and offered his assistance.

109. [REDACTED] signed a representation agreement with Respondent Glenmore Law Firm on June 2, 2010.

110. The [REDACTED] paid Respondent Glenmore Law the following amounts for assistance in obtaining a mortgage loan modification:

May 28, 2010	\$200.00
June 9, 2010	\$200.00
June 21, 2010	\$200.00
July 23, 2010	\$200.00

111. On September 15, 2010, the [REDACTED] advised Respondent Gaynor that they wanted to cancel their contract. The foreclosure on the [REDACTED] residence was effective September 1, 2010.

[REDACTED]

112. [REDACTED] is a personal friend of Respondent Bowman.

113. In October 2010 [REDACTED] was four months in default on her mortgage.

114. In November 2010 [REDACTED] contracted with Respondent Glenmore Law to obtain a forensic audit and a loan modification. [REDACTED] paid Respondent Glenmore Law Firm a total of \$7,000.00 for a forensic audit and assistance in obtaining a mortgage loan modification.

115. A forensic audit was completed by Respondent Baldwin on December 8, 2010.

116. In October 2011, [REDACTED] was approved for a trial modification and in February 2012, she received final modification approval from her mortgage company.

#### Additional Consumers

117. The following Maryland consumers<sup>7</sup> paid Respondents Glenmore Law Firm and the Homeownership Protection Center up-front fees for loan modification assistance and forensic audits:

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<sup>7</sup> These consumers did not testify at the hearing. The information regarding their interactions with the Respondents was obtained from the exhibits. These consumers paid verifiable fees to the Respondents.





## DISCUSSION

The Commissioner bears the burden of proving by a preponderance of the evidence that the Respondents violated the statutory sections at issue. Md. Code Ann., State Gov't § 10-217 (2009); *See, Comm'r of Labor & Indus. v. Bethlehem Steel*, 344 Md. 17, 34 (1996). For the reasons set forth below, I conclude that the CFR has met that burden as to most of the charges in this case.

***The Unlicensed Respondents Engaged in a Credit Services Business with Maryland Consumers, in violation of Sections 14-1903 and 14-1903.1 of the Commercial Law Article and sections 11-302 and 11-303 of the Financial Institutions Article***

Section 14-1903 of the Commercial Law Article provides, in relevant part, as follows:

(b) *Licenses – Required.* - 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.

(c) *Same – Issuance.* - A license required by this subtitle shall be issued by the Commissioner.

CL §14-1903(b)-(c). *See also* FI §§ 11-302(b) and 11-303.<sup>9</sup>

Section 14-1903.1 of the Commercial Law Article provides, as follows:

A person who advertises a service described in § 14-1901(e)(1) of this subtitle, whether or not a credit services business, shall clearly and conspicuously state in each advertisement the number of:

- (1) The license issued under § 14-903 of this subtitle; or
- (2) If not required to be licensed, the exemption provided by the Commissioner.

Commercial Law Article § 14-1901(e)(1) defines a “credit services business” as follows in relevant part:

- (2) “Credit services business” means any person<sup>10</sup> who, with respect to the extension of credit by others, sells, provides, or performs, or represents that

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<sup>9</sup> The Financial Institutions Article sections are similar and almost mirror the Commercial Law Article sections.

<sup>10</sup> “Person” includes individuals as well as corporations and all forms of legal or commercial entities. CL § 14-1901(g).

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.

CL § 14-1901(e)(1). An "extension of credit" means "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." *Id.* at (f).

In this case, Maryland consumers sought assistance with mortgages that were current and past due. The Maryland consumers contacted or were contacted by the Respondents because the Respondents had advertised their ability and willingness to advise and assist Maryland consumers with loan modifications to resolve mortgage problems. Though not every loan modification is the same, most, if not all, modifications involve obtaining an extension of credit in the form of a deferred payment of mortgage debt by increasing the length of the repayment period and/or by adding past due payments onto the end of the loan. Many modification plans offered to the Maryland consumers in this case would have been required to address mortgage payments they had already missed. The "right to defer debt" in the context of mortgage loan modifications understandably includes any result where the lender permits a consumer to miss, reduce, or postpone a mortgage loan payment for any period of time. CL § 14-901(f). Modification thus involves an additional extension of credit by others, and this brings the activities of persons charging fees for engaging in, offering, or providing loan modification

services, such as the Respondents, within the ambit of the MCSBA. CL § 14-1901(E)(1)(ii)-(iii)<sup>11</sup>

The Commission established that the Maryland consumers involved in this case wanted to hire, and reasonably believed that they had hired, the Respondents to obtain loan modifications. At no relevant time, did any of the Respondents hold the license required under CL § 14-1903(b) and FI § 11-302 to provide credit services, but they nevertheless offered credit services to Maryland consumers. Although exemptions exist, CL § 14-1901(e)(3), the Respondents bear the burden of proving their entitlement to any exemption from the MCSBA's licensing requirements. *See* CL § 14-1907(d). The only exemption that arguably might have applied is contained in section 14-1901(e)(3)(vi) of the Commercial Law Article, which exempts certain individuals admitted to the Bar of the Court of Appeals of Maryland. Respondent Glenmore Law did not appear at the hearing to prove entitlement to this exemption. Respondents Gaynor, Bowman and Baldwin are not members of any State Bar and did not argue otherwise.

Accordingly, I conclude that Respondents Glenmore Law, Gaynor, Bowman and Baldwin engaged in credit services business with Maryland consumers without a license, in violation of section 14-1903 of the Commercial Law Article. The Respondents also violated section 14-903.1 by failing to provide their license number or exemption in their advertisements.

***The Respondents Charged and Collected Up-front Fees from Maryland Consumers, in violation of Section 14-1902 of the Commercial Law Article and Section 7-307 of the Real Property Article***

Section 14-1902 of the Commercial Law Article provides, in pertinent part, as follows:

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<sup>11</sup> *Cf. Gomez v. Jackson Hewitt*, 198 Md. App. 87 (2011) (tax preparation business that assisted a customer in obtaining a refund anticipation loan, in the course of tax preparation services and without additional fees for such action, was not required to be licensed under the MCSBA). The Respondents here specifically contracted to negotiate deferring Maryland consumers' mortgage debt.

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) Receive 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.<sup>12</sup>

....

(6) Charge 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. . . .

Section 7-307 of the Real Estate Property Article, part of PHIFA, provides in pertinent part that a foreclosure consultant may not:

(2) Claim, demand, charge, collect, or receive any compensation until after the foreclosure consultant has fully performed each and every service the foreclosure consultant contracted to perform or represented that the foreclosure consultant would perform [; or]

...

(7) Receive any money to be held in escrow or on a contingent basis on behalf of the homeowner[.]

Without the required license, the Respondents were barred from taking money for engaging in a credit services business with any Maryland consumers. The Respondents were also barred as foreclosure consultants from receiving compensation until after every contracted service had been fully performed. Nevertheless, the Respondents charged and collected up-front fees ranging from at least \$895.00 to over \$6,000.00 from individual Maryland consumers. Of the fees collected, Respondent Baldwin received at least \$300.00 per forensic audit. Again, those fees were collected prior to Respondent Baldwin completing the forensic audit. The Respondents collected fees prior to contacting the consumers' mortgage companies or performing any service on behalf of some of the consumers. By collecting up-front fees, the Respondents took advantage of Maryland consumers at a time when they were financially

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<sup>12</sup> This licensure requirement mirrors section 14-1903 of the Commercial Law Article. FI § 11-302(b).

stressed and when their money would have been better spent paying their mortgage lenders. Consequently, I conclude that the Respondents violated section 14-1902 (1) and (6) of the Commercial Law Article and section 7-307 (2) and (7) of the Real Property Article.

*The Respondents Failed to Provide Maryland Consumers with an Information Statement Which Complied with Section 14-1904 and 14-1905 of the Commercial Law Article*

Section 14-1904(a) of the Commercial Law Article states as follows in pertinent part:

(a) *Duty to provide.* – Before either the execution of a contract or agreement between a consumer and a credit services business or the receipt by the credit services business of any money or other valuable consideration, the credit services business shall provide the consumer with a written information statement containing all of the information required under § 14-1905 of this subtitle. . . .

And the relevant subsections of section 14-1905 require that the following information be included:

- (a) . . . .
  - (5) A complete and detailed description of the services to be performed by the credit services business for or on behalf of the consumer, and the total amount the consumer will have to pay for the services....
- (b) . . . .
  - (1) A statement of the consumer's right to file a complaint pursuant to § 14-1911 of this subtitle;
  - (2) The address of the Commissioner where such complaints should be filed; and
  - (3) A statement that a bond exists and the consumer's right to proceed against the bond under the circumstances and in the manner set forth in § 14-1910 of this subtitle.

In reviewing the exhibits, I found that many consumers did not sign any agreements with the Respondents. Of those who signed agreements, most signed boilerplate Attorney Retainer Agreements and boilerplate Third Party Authorizations and Agreements to Release. Those agreements did not contain the language specified above. A few consumers signed Mortgage Audit Customer Agreements. Although the Mortgage Audit Customer Agreement did contain a

detailed description of the services and the initial cost of the services, it did not contain any information about filing complaints with the CFR or that a bond existed and the consumer's right to go against the bond.

While the documentation provided to the consumers by the Respondents clearly required up-front fees, there is no discussion of additional fees in the Mortgage Audit Customer Agreement. Additional fees are discussed in the Attorney Retainer Agreement, but some consumers did not sign that agreement. Based on the consumers' testimony, not only did the documents fail to address the requirements of the statute, but the Respondents did not always discuss additional fees, the consumers' right to file a complaint, the address of the CFR, or the requirement that the Respondents be covered by a surety bond. Consequently, I conclude that the Respondents violated sections 14-1904(a) and 1905 of the Commercial Law Article.

***The Respondents Failed to Include Required Contractual Terms in their Agreement with Maryland Consumers, in Violation of Section 14-1906 of the Commercial Law Article and Sections 7-305 and 7-306 of the Real Property Article***

Section 14-1906 of the Commercial Law Article requires the following:

(a) *Requirements.* - Every contract between a consumer and a credit services business for the purchase of the services of the credit services business shall be in writing, dated, signed by the consumer, and shall include:

(1) A conspicuous statement in size equal to at least 10-point bold type, in immediate proximity to the space reserved for the signature of the consumer as follows:

“You, the buyer, may cancel this contract at any time prior to midnight of the third business day after the date of the transaction. See the attached notice of cancellation form for an explanation of this right.”;

(2) The terms and conditions of payment, including the total of all payments to be made by the consumer, whether to the credit services business or to some other person;

(3) A complete and detailed description of the services to be performed and the results to be achieved by the credit services business for or on behalf of the consumer, including all guarantees and all promises of full or partial refunds and a list of the adverse information appearing on the consumer's credit report that the credit services business expects to have modified and the estimated date by which each modification will occur; and

(4) The principal business address of the credit services business and the name and address of its agent in this State authorized to receive service of process.

(b) *Notice of cancellation form.* - The contract shall be accompanied by a form completed in duplicate, captioned "NOTICE OF CANCELLATION", which shall be attached to the contract and easily detachable, and which shall contain in at least 10-point bold type the following statement:

**"NOTICE OF CANCELLATION**

You may cancel this contract, without any penalty or obligation, at any time prior to midnight of the third business day after the date the contract is signed.

If you cancel, any payment made by you under this contract will be returned within 10 days following receipt by the seller of your cancellation notice.

To cancel this contract, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, to.....

(Name of seller)

At.....

(Address of seller)

.....

(Place of business)

Not later than midnight.....

(Date)

I hereby cancel this transaction.

.....

(Date)

(Buyer's signature)"

(c) *Copies of completed contract and other documents to be given to consumer.* - A copy of the completed contract and all other documents the credit services business requires the consumer to sign shall be given by the credit services business to the consumer at the time they are signed.

Sections 7-305 and 7-306 of the Real Property Article state that a homeowner has a right to rescind a foreclosure consulting contract at any time, and indicate when a rescission is effective



and specific language that must be included in a foreclosure consulting contract.

None of the agreements indentified in the previous section of this Discussion that were signed by the consumers contained all of the language required by section 14-1906(a) or (b) of the Commercial Law Article or sections 7-305 or 7-306 of the Real Property Article. The Attorney Retainer Agreement contains the following language regarding cancellation: "In the event client decides to cancel this Retainer Agreement for any reason, our fees will be \$250/per hour." Many of the Maryland consumers did not sign an Attorney Retainer Agreement, and thus were unaware of any cancellation or rescision rights.

The Mortgage Audit Customer Agreement contains the following language regarding cancellation:

Homeowner's Right of Cancellation. You may cancel this agreement if you are using the service described herein for foreclosure-related rescue services without any penalty or obligation within 3 business days following the date this agreement is signed by you.

The foreclosure-rescue consultant (excluding exempt parties) are prohibited by law from accepting any money, property, or other form of payment from you until all promised services are complete. If for any reason you have paid the consultant before cancellation, your payment must be returned to you no later than 10 business days after the consultant receives your cancellation notice.

Although the language in this agreement closely parallels the required language, most of the homeowners did not sign this agreement and were therefore unaware of any cancellation rights.

Section 7-306(a)(6) of the Real Property Article requires, in pertinent part, the following language:

.....(Name) or anyone working for him or her CANNOT guarantee you that they will be able to refinance your home or arrange for you to keep your home. Continue making mortgage payments until refinancing, if applicable, is approved.

Although many of the consumers involved in this matter had already stopped paying their mortgages by the time they met with the Respondents, many of them testified credibly that Respondents Gaynor and Bowman told them to stop paying their mortgages. Respondents

Gaynor and Bowman challenged this testimony by establishing that some consumers had already stopped paying before meeting with them. The fact remains, however, that Respondents Gaynor and Bowman advised consumers to stop paying their mortgages irrespective of whether the consumer had already done so. Those consumers who were current in their payments stopped paying their mortgages on the advice of Respondents Gaynor and Bowman.

Therefore, I conclude that the Respondents violated section 14-1906 of the Commercial Law Article and sections 7-305 and 7-306 of the Real Property Article by failing to properly notify consumers of their cancellation and rescission rights and failing to place required language in their agreement. Additionally, the Respondents provided advice that was in direct conflict with the requirements of section 7-306 of the Real Property Article.

***The Retainer Agreements Executed by the Maryland Consumers are Void and Unenforceable***

This Discussion has already highlighted many of the ways in which the written agreements between the Respondents and Maryland consumers failed to comply with the requirements of the MCSBA. “Any contract for services from a credit services business that does not comply with the applicable provisions of [the MCSBA] shall be void and unenforceable as contrary to the public policy of this State,” CL § 14-1907(b). This applies to all of the contracts that the consumers entered into with any of the Respondents.

***The Respondents breached their obligations arising under their contracts with Maryland consumers, in Violation of Section 14-1907(a) of the Commercial Law Article and Section 7-309 of the Real Property Article***

Section 14-1907(a) provides that any breach by a credit services business of a contract under the MCSBA, or of any obligation arising under such a contract, shall constitute a violation of the MCSBA. The Respondents unquestionably breached their agreements with most of the Maryland consumers involved in this case by failing to negotiate with the mortgage lenders, failing to obtain forensic audits, failing to help the consumers avoid foreclosure, and/or by failing

to refund the fees they paid. Of the eleven consumer witnesses who testified at the hearing, only three received a loan modification as a result of the work performed by the Respondents. Of the seven consumers who submitted verifiable documentation of the fees paid to the Respondents, none of them received loan modifications. Unfortunately, it took months before consumers were aware of the lack of performance by the Respondents.

On the other hand, many of the Respondents' employees were aware within weeks of employment that the Respondents were unable to fulfill their obligations to consumers. Testimony from former employees of Respondent Glenmore Law support the conclusion that the Respondents failed to fulfill their obligations to Maryland consumers. Testimony from Christopher Grace, Shakamunire Arati, Kelly Brown, Christopher Amos and others established that the company was poorly managed with limited supplies (no research tools, inexperienced paralegals) to assist the employees in performing their work. There was little-to-no oversight by Respondents Gaynor and Bowman and continual changes to the Respondent Glenmore Law's structure. Because of the frequent turnover of attorneys, cases were filed in court and abandoned when the original attorney left employment. Files were incomplete and disorganized, making it difficult for new employees to continue the work of former employees. The forensic audits were of little or no value to Respondent Glenmore Law attorneys. Information in the audits was often incomplete and inaccurate. A Respondent Glenmore Law former employee described the audits as "garbage." There also were constant complaints from consumers dissatisfied and displeased with the Respondents' services.

Based on the descriptions of the Respondents' inability to fulfill their contractual obligations to Maryland consumers and the exhibits supporting those descriptions, I conclude that the Respondents violated Section 14-1907(a) of the Commercial Law Article.

The CFR has failed to demonstrate that the Respondents violated section 7-309 of the Real Property Article. That section provides:

- (a) *In general.* – A foreclosure consultant has a duty to provide the homeowner with written copies of any research the foreclosure consultant has regarding the value of the homeowner’s residence in default, including any information on sales of comparable properties or any appraisals.
- (b) *Duty of care.* – A foreclosure consultant owes the same duty of care to a homeowner as a licensed real estate broker owes to a client under § 17-532 of the Business Occupations and Professions Article.

The above quoted section involves providing information to homeowners regarding the value of their homes and information on sales of comparable properties or any appraisals. The Respondents did not offer those services and the CFR did not present any evidence to the contrary. Accordingly, I find that the Respondents did not violate section 7-309 of the Real Property Article.

***The Respondents made fraudulent and misleading statements to Maryland consumers in violation of 14-1902(4) of the Commercial Law Article***

Section 14-1902(4) 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:

....

- (4) Make or use any false or misleading representations in the offer or sale of the services of a credit service business[.]

The Respondents misrepresented to Maryland consumers that their loans were being reviewed by their lenders and that loan modifications would be forthcoming. The Respondents also advised consumers to avoid contact with their lenders. Many consumers relied upon this information by taking no independent action to avoid foreclosure on their homes. Respondents Gaynor and Bowman advised consumers to stop paying their mortgages. Respondents Gaynor and Bowman enticed consumers into believing that they could get a loan modification or even be successful in having their residential mortgage loans deemed void and unenforceable with a

forensic audit. In fact, according to Respondent Glenmore Law former employees, the audits were useless and provided little, if any, assistance in obtaining loan modification or in having mortgage loans deemed void and unenforceable. Respondents Gaynor and Bowman made representations to Maryland consumers they would obtain beneficial loan modifications, when, in fact, they often failed completely to fulfill those representations. Respondents Gaynor and Bowman knew or should have known, when they made such representations that they were misleading and, oftentimes, false. Accordingly, I conclude that the Respondents made fraudulent and misleading statements to Maryland consumers, in violation of section 14-1902(4) of the Commercial Law Article.

***The Respondents failed to obtain the surety bond required for credit services business in violation of sections 14-1908 and 14-1909 of the Commercial Law Article***

Section 14-1908 of the Commercial Article requires a credit service business to obtain a surety bond. Section 14-1909 requires that the surety bond be issued by a surety company authorized to do business in Maryland. The Respondents did not dispute that they did not obtain the required surety bond.

***The Respondents' Defense***

As previously noted, the only Respondents that appeared at the hearing were Gaynor, Bowman, and Baldwin, each of whom were called as witnesses by the Commissioner; only Respondent Bowman presented any witnesses of her own. Respondents Gaynor's, Bowman's and Baldwin's defense appeared to consist of challenging the memories of the Maryland consumers called to testify by the CFR. Although many of those witnesses acknowledged on cross examination that they were in default and facing foreclosure on their mortgage loans, such testimony was contradicted by their direct examinations. Nevertheless, the inaccuracy of witnesses' statements regarding the status of their mortgage loans when they entered into dealings with the Respondents does not absolve the Respondents of their numerous violations.

Respondent Gaynor, Bowman, and Baldwin were not licensed to offer credit services, a fact they did not deny. Respondent Gaynor testified that he thought attorneys could offer credit services, such as loan modifications, without a license. Respondents Gaynor and Bowman are not licensed Maryland attorneys but they were directly involved in the offer of credit services and loan modifications. Respondent Glenmore Law only provided credit services and loan modifications.

Under the limited exemption for attorneys, which is set forth in section 14-1901(e)(3)(vi) of the Commercial Law Article, the definition of a credit services business exempts “[a]n individual admitted to the Bar of the Court of Appeals of Maryland when the individual renders services [i.e., those credit services defined under CL § 14-1901(e)(1)-(e)(2)] within the course and scope of practice by the individual as a lawyer and does not engage in the credit services business on a regular and continuing basis.” Respondent Glenmore Law and its attorneys engaged in the credit services business on a regular and continuing basis. In fact, the attorneys hired by Respondent Glenmore Law only provided credit services and loan modifications: that is all that they did. Therefore, Respondent Glenmore Law was not exempt from licensing even when it was staffed by attorneys.

Respondent Baldwin also argues that he did not personally meet with the Maryland consumers. Respondent Baldwin, however, was performing forensic audits for the purpose of loan modifications or litigation involving predatory mortgage loan practices. He knew why Respondents Glenmore Law and Bowman wanted the forensic audits. Whether he met with consumers or not is immaterial; he still was accepting fees before he performed any services and he still needed to be licensed.

### *Proposed sanctions*

#### *Permanent Order to Cease and Desist*

Section 14-1911 of the Commercial Law Article authorizes the Commissioner to enter into cease and desist orders like the Amended Order issued against the Respondents. CL § 14-1911(f). I recommend that a Final Order be issued and served on the Respondents directing them to permanently cease and desist from engaging in any further credit services business activities and/or foreclosure consultant activities with Maryland consumers. If necessary, the Commissioner can amend the Final Order to include other Maryland consumers not identified in this case who were improperly dealt with by the Respondents. The findings and conclusions in this case would certainly justify such action.

#### *Loan Modification Services Agreement Void and Unenforceable*

Since the contracts and agreement between the Respondents and Maryland consumers failed to comply with the MCSBA, all loan modification contracts and agreement between the Respondents and Maryland consumers should be deemed void and unenforceable pursuant to section 14-1907(b) of the Commercial Law Article.

#### *Restitution*

Pursuant to section 7-319.1, those who violate PHIFA may be ordered to make restitution to those they harmed. RP § 7-319.1(c). Pursuant to section 14-1912 of the Commercial Law Article, credit card services businesses that fail to comply with the MCSBA are subject to liability 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.

Although the extent of the sanctions for MCSBA violators is dependent on whether that violator acted willfully or negligently, the Maryland General Assembly has not defined the terms "willful" and "negligent" for purposes of the above statute.<sup>13</sup> The lack of a statute-specific definition of "willful" is particularly unfortunate, because Maryland has recognized a variety of definitions for the term "willful," as Judge Wilner's survey in *Deibler v. State*, 365 Md. 185, 192-93 (2001), makes clear. In *Deibler*, the Court of Appeals was considering the meaning of

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<sup>13</sup> Absent a definition in the statute itself, legislative history must be examined to see what light it might shed on the lawmakers' intent. The statute was new in 1987. Nothing in the available legislative history suggests how the terms "willful" and "negligent" were to be distinguished.

The section was subsequently amended in 1990. Prior to the 1990 amendments, the statute lacked what is now CL § 14-1912 (b)(2), providing that the CFR can order a respondent to pay "a monetary award equal to 3 times the total amount collected from the consumer, as ordered by the Commissioner." Also, prior to the 1990 amendments, although it was a misdemeanor to violate any provision of the subtitle, it was fineable only. Section 14-1915 of the Commercial Law Article was amended in 1990 to add the possibility of three years incarceration in lieu of or in addition to a \$5,000.00 criminal fine and civil penalties. Contemporaneous documents explain that the amendments were necessary to assure broader compliance with the MCSBA, but do not address the willful/negligent dichotomy. Bill Analysis of 1990 Md. Laws pg. 2842, (Ch. 669) H.B. 1242. The Floor Report repeated that same reason for the necessity of the increased penalties.



the term “willful” in the context of Maryland’s wiretap statute. The lengthy *Deibler* discussion was subsequently summarized by the Court of Special Appeals this way:

‘[W]illful’ has received four different constructions from the courts. The first, and most restrictive, is that an act is willful only if it is done with a bad purpose or evil motive - deliberately to violate the law. A second interpretation considers an act to be willful ‘if it is done with the intent to commit the act and with a knowledge that the act is in violation of the law.’ That construction does not require that the defendant possess a sinister motivation, but, like the first interpretation, it does require knowledge that the act is unlawful. The third interpretation ‘requires only that the act be committed voluntarily and intentionally as opposed to one that is committed through inadvertence, accident, or ordinary negligence.’ Under that approach, ‘[a]s long as there is an intent to commit the act, there can be a finding of willfulness even though the actor was consciously attempting to comply with the law and was acting with the good faith belief that the action was lawful.’ What is required is ‘an objective intent to commit the act but not necessarily a knowledge that the act will bring about the illegal result.’ Finally ... some courts have gone so far as to find an act willful even though it was not committed intentionally, but through oversight, inadvertence, or negligence.”

[*Deibler*] at 192-93, 776 A.2d at 661 (quoting S. Brogan, *An Analysis of the Term “Willful” in Federal Criminal Statutes*, 51 *Notre Dame Lawyer* 786 (1976)). Judge Wilner noted that in the majority of applications, the third definition was accepted, *i.e.*, that the act be committed voluntarily and intentionally, not accidentally.

*Att’y Grievance Comm’n of Maryland v. Tayback*, 378 Md. 578, 589 (2003).

*Deibler* noted that the third definition is applied under both civil and criminal statutes. *Deibler*, 365 Md. at 199. Maryland Courts have also applied this definition of willfulness in the context of administrative proceedings. In *Bereano v. State Ethics Comm’n*, 174 Md.App. 146 (2007), *rev’d on other grounds*, 403 Md. 716 (2008), the Court of Special Appeals considered the definition of willful in the context of a statute that permitted the Ethics Commission to impose certain sanctions only where a related subtitle of the State Government Article had been “knowingly and willfully” violated. Mr. Bereano argued that the phrase “knowingly and willfully” imposed a requirement of scienter; in other words, his position was that it was not enough that he entered into a contract that may have violated Maryland law – he argued that

before it could issue a sanction the Ethics Commission had to prove that in entering into the contract he deliberately intended to violate State Ethics laws. The Court cited *Tayback* on its way to holding that the conduct required to justify a sanction was intentional and voluntary action, not intent to violate law or knowledge that Maryland law was violated by the action. *Bereano*, 174 Md. App. at 177.

The conduct of Respondents Glenmore Law, Bowman and Gaynor in this case falls within Maryland’s definition of “willful.” That is, Respondents Glenmore Law, Bowman and Gaynor deliberately entered into contracts and agreements with Maryland consumers to offer loan modifications services. While under *Bereano*, the Commissioner is not required to prove that when entering into the contracts Respondents Glenmore Law, Bowman and Gaynor knew or intended that Maryland law would be violated, in light of the overwhelming evidence against the Respondents, I find that Respondents Glenmore Law, Bowman, and Gaynor did know that they were violating Maryland law. Accordingly, the Respondents Glenmore Law Firm, Bowman, and Gaynor are subject to the liabilities found in CL § 14-1912(a), rather than those found in § 14-1912(b).

The Commissioner has requested that the Respondents be required to pay a monetary award equal to three times the total amount collected from Maryland consumers. Therefore, I recommend that the Commissioner order the following amounts to be paid by Respondents Glenmore Law, Gaynor, and Bowman to the following Maryland consumers:<sup>14</sup>

Consumer Name(s)	Restitution
[REDACTED]	\$9,395.00 X 3 = \$28,185.00
[REDACTED]	\$3,000.00 X 3 = \$9,000.00

<sup>14</sup> The consumers listed here either testified at the hearing or the record contained documents verifying the amounts paid to the Respondents.

[REDACTED]	\$16,500.00 X 3 = \$49,500.00
[REDACTED]	\$5,895.00 X 3 = \$17,685.00
[REDACTED]	\$2,890.00 X 3 = \$8,670.00
[REDACTED]	\$3,685.00 X 3 = \$11,055.00
[REDACTED]	\$9,000.00 X 3 = \$27,000.00
[REDACTED]	\$800.00 X 3 = \$2,400.00
[REDACTED]	\$2,510.00 X 3 = \$7,530.00
[REDACTED]	\$3,895.00 X 3 = \$11,685.00
[REDACTED]	\$4,790.00 X 3 = \$14,370.00
[REDACTED]	\$895.00 X 3 = \$2,685.00
[REDACTED]	\$1,500.00 X 3 = \$4,500.00
[REDACTED]	\$2,395.00 X 3 = \$7,185.00
[REDACTED]	\$3,250.00 X 3 = \$9,750.00
<b>TOTAL</b>	\$211,200.00

Additionally, Respondent Baldwin should be held jointly and severally liable to each of the following Maryland consumers, for whom Respondent Baldwin conducted forensic audits:

- 1) [REDACTED] 2) [REDACTED] 3) [REDACTED], 4) [REDACTED]  
5) [REDACTED] and 6) [REDACTED].

Thus, I recommend that Respondent Baldwin be ordered to pay restitution in the total amount of \$1,800.00 (three times the \$300.00 fee collected for performing forensic audits) to each of these six individuals or couples for whom Baldwin directly provided said service. CL § 14-1912(a)(2).

In its closing argument, the CFR requested that the Respondents be ordered to pay the required monetary award to the consumers described in the decision within 30 days of the

issuance of the final order by mailing to each consumer a cashier check, certified check, or money order in the amount specified above via first class mail to the consumer's most recent address. If the payment is returned as undeliverable, the Respondents should promptly notify the Commissioner in writing for further instructions. Within 60 days of the issuance of the final order, each Respondent should provide evidence, such as a copy of the cashier check, certified check, or money order to the Commissioner. The CFR's request regarding payment is reasonable and I recommend that the payment plan be adopted by the Commissioner.

### *Civil Penalty*

Pursuant to section 2-115(b) of the Financial Institutions Article and section 7-319.1(a) of the Real Property Article, I recommend that the Commissioner order civil penalties in this case. The violations in this matter were extremely serious. The Respondents were not licensed to offer credit services or foreclosure consultant services. The Respondents requested and accepted up-front fees and failed to obtain loan modifications, failed to provide the services contracted for, failed to return communications from Maryland consumers, and failed to provide requested refunds. The Respondent failed to obtain surety bonds and failed to advise consumers, in writing or orally, of their right to file complaints with the CFR or cancel or rescind agreements. Respondent Glenmore Law changed its name after the October 2011 Summary Order to Cease and Desist was issued, but continued to engage in credit services business and foreclosure consultant services in violation of several provisions of the Commercial Law, Financial Institutions, and Real Property Articles. Some consumers suffered irreparable harm because of the conduct of the Respondents, including losing their homes. The Respondents engaged in fraudulent and deceptive practices which had a deleterious effect on the general public, the credit services industry, and the foreclosure consulting industry.

Under section 2-115 of the Financial Institutions Article, in addition to taking any other authorized action the Commissioner may issue a penalty order of up to \$1,000.00 for a first violation against any person who has violated the MCSBA. FI § 2-115(b)(3). The Commissioner also may enforce the provisions of PHIFA against persons who have violated that act by assessing such penalties. RP § 7-319.1(A). Therefore, I recommend that the Commissioner order the following civil penalties, jointly and severally, to Respondents Glenmore Law, Gaynor and Bowman:

<b>Prohibited Activity and Violation</b>	<b>Penalty Per Violation</b>	<b>Number of Violations</b>	<b>Penalty</b>
Unlicensed Activity in Violation of MCSBA	\$1,000.00 <sup>15</sup>	34 Maryland Consumers	\$34,000.00
Charging Up-Front Fees in Violation of MCSBA	\$1,000.00	15 Maryland Consumers	\$15,000.00
Charging Up-Front Fees in Violation of PHIFA	\$1,000.00	15 Maryland Consumers	\$15,000.00
Breaching the Duty of Reasonable Care and Diligence in Violation of PHIFA	\$1,000.00	34 Maryland Consumers	\$34,000.00
		<b>TOTAL</b>	<b>\$98,000.00</b>

Additionally, I recommend that the Commissioner order that Respondent Baldwin pay the following civil penalties:

<b>Prohibited Activity and Violation</b>	<b>Penalty per violation</b>	<b>Number of Violations</b>	<b>Penalty</b>
Unlicensed Activity in Violation of MCSBA	\$300.00 <sup>16</sup>	6 Maryland Consumers	\$1,800.00

<sup>15</sup> The amount of the penalty was recommended by the Deputy Commissioner in his closing argument. In light of the facts in this case and the lack of a challenge to the amount from the Respondents, I find that the penalty amount is justified.

<sup>16</sup> The Deputy Commissioner recommended the amount of the penalties against Respondent Baldwin. Respondent Baldwin did not challenge the recommendation.

Breaching Duty of Reasonable Care and Diligence in Violation of PHIFA	\$300.00	6 Maryland Consumers	\$1,800.00
		<b>TOTAL</b>	\$3,600.00

Further, I recommend that the Commissioner order that the Respondents pay the penalties to the Commissioner by cashier check, certified check, or money order, made payable to the “Commissioner of Financial Regulation,” in the amount of the civil penalty owed within 15 days of the issuance of the final order in this matter.

### **Joint Liability**

In *Consumer Protection Division v. Morgan*, 387 Md. 125 (2005), the Maryland Court of Appeals looked to Federal Trade Commission cases dealing with unfair or deceptive trade practices in deciding a case under the Consumer Protection Act (the CPA). Although not directly on point, the reasoning is persuasive. In *Morgan*, the Court adopted a test found in *Federal Trade Commission v. Amy Travel Services, Inc.*, 875 F. 2d 564, 573-74 (7<sup>th</sup> Cir. 1989), requiring that officers of corporations who participate directly in or have the authority to control the corporation’s actions be held jointly and severally liable. *Morgan*, 387 Md. at 175, *citing Amy Travel*, 875 F.2d at 573-574. This standard is satisfied if the officers “knew or should have known” of the practices. *Amy Travel*, 875 F.2d at 573-74. The Court further stated “the degree of participation in business affairs is probative of knowledge.” *Id.* at 574. The Court therefore held that, in actions under the CPA, individuals and the companies they own may be held jointly and severally liable for restitution even though the CPA does not expressly authorize joint and several liability.

Because Respondent Glenmore Law was clearly operated under the control and direction of Respondents Gaynor and Bowman, I recommend that the Commissioner hold Respondents

Glenmore Law, Gaynor and Bowman, jointly and severally liable for each and every violation described herein. *Cf. id.* at 183: “Tortfeasors acting in concert legally are responsible for the tortious actions each commits. In such situation, there is no apportionment of liability between them.” Further, I propose that the Commissioner order that Respondent Baldwin be liable only for that conduct that he is deemed to have directly engaged in, which constitutes a violation of State law, such as unlicensed loan modification services and the deceptive nature of his forensic audits. Accordingly, Respondent Baldwin should not be responsible for any restitution or civil penalty that is ordered solely payable by Respondents Glenmore Law, Gaynor, and Bowman.

### CONCLUSIONS OF LAW

Based upon the foregoing Findings of Fact and Discussion, I conclude that the Respondents:

- 1) engaged in credit services business activities without first obtaining a license, in violation of CL §§ 14-1903(b) and 14-903.1 and FI §§ 11-302 and 11-303; and
- 2) received money or other valuable consideration, including up-front fees from Maryland consumers while engaged in those activities, in violation of CL §§ 14-1902(1) and 14-1902(6); and
- 3) failed to provide Maryland consumers with required information statements, in violation of CL §§ 14-1904(a) and 14-1905(a)(5) and (b); and
- 4) failed to include required terms in their agreements with Maryland consumers, in violation of CL § 14-1906(a) and (b); and
- 5) breached the obligations arising under their contracts with Maryland consumers, in violation of CL § 14-1907(a); and
- 6) engaged in misrepresentations and misleading statements in violation of CL § 14-1902(4) and (5).

I also conclude that any contracts or agreements between Maryland consumers and any of the Respondents are void and unenforceable. I further conclude that Respondents Glenmore Law Firm's, Bowman's and Gaynor's violations support the entry of an order against them, jointly and severally, to pay the specified consumers amounts totaling \$211,200.00 and the entry of an order against Respondent Baldwin to pay the specified consumers amounts totaling a monetary award \$1,800.00. CL § 14-1912. *Deibler v. State*, 365 Md. 185 (2001); *Bereano v. State Ethics Comm'n*, 174 Md. App. 146 (2007), *rev'd on other grounds*, 403 Md. 716 (2008).

I further conclude, pursuant to section 2-115(b)(3) of the Financial Institutions Article and 7-319.1(a) of the Real Property Article that the Commissioner may order Respondents Glenmore Law, Gaynor, and Bowman, each to pay civil penalties in the amount of \$98,000.00. In reference to Respondent Baldwin, I conclude that a similar order may be issued against him in the amount of \$3,600.00.

### **ORDER**

I **RECOMMEND** that the Commissioner **ORDER** as follows:

1. The Respondents violated sections 14-1902(1),(4),(5) and (6), 14-1903(b), 14-903.1, 14-1904(a), 14-1905(a)(5) and (b), 14-1906(a) and (b), and 14-1907(a) of the Commercial Law Article; sections 11-302 and 11-303 of the Financial Institutions Article; and sections 7-305, 7-306 and 7-307 of the Real Property Article.
2. Any contracts entered into by Maryland consumers with Respondents the Glenmore Law Firm, Carolyn Bowman, Newton Gaynor, and Clarence Baldwin are void and unenforceable.
3. The Respondents shall immediately **CEASE AND DESIST** from engaging in any further credit services business activities or foreclosure consultants services involving Maryland



residents and shall immediately **CEASE AND DESIST** from violating the aforementioned statutory provisions of the Annotated Code of Maryland.

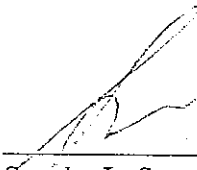
4. The Respondents, Glenmore Law Firm, Carolyn Bowman, and Newton Gaynor, shall jointly and severally pay a monetary award in the amount of \$211,200.00 and that Respondent Baldwin pay a monetary award in the amount on \$1,800.00 to the Maryland consumers named in this decision.

5. The Respondents, Glenmore Law Firm, Carolyn Bowman and Newton Gaynor, jointly and severally, pay penalties to the Commissioner in the amount of \$98,000.00 and that Respondent Clarence Baldwin pay a penalty in the amount of \$3,600.00.

5. The Commission's records and publications shall reflect this decision.

February 28, 2013  
Date Decision Mailed

SLS/emh  
#139998

  
\_\_\_\_\_  
Sondra L. Spencer  
Administrative Law Judge

MARYLAND COMMISSIONER OF  
FINANCIAL REGULATION

v.

THE GLENMORE LAW FIRM, LLC,  
THE GLENMORE LAW GROUP,  
THE HOMEOWNERSHIP PROTECTION  
CENTER,  
NEWTON GAYNOR,  
CAROLYN BOWMAN,  
AND  
CLARENCE BALDWIN,  
RESPONDENTS

\* BEFORE SONDRAL SPENCER,  
\* AN ADMINISTRATIVE LAW JUDGE  
\* OF THE MARYLAND OFFICE OF  
\* ADMINISTRATIVE HEARINGS

\* OAH NO.: DLR-CFR-76A-11-47495  
\* CFR FILE NO.: FY2012-070

\* \* \* \* \*

**FILE EXHIBIT LIST**

The Commission presented the following documents, which I admitted into evidence as the exhibits numbered below:

1. Hearing Notice, dated April 23, 2012
- 1A. Hearing Notices, dated April 4, 2012, March 8, 2012, December 21, 2011 and December 28, 2011
2. Delegation letter to the OAH, dated December 5, 2011
3. Amended Summary Order to Cease and Desist, dated March 14, 2012
- 3A. Cover letter with affidavit of service and postal delivery information, dated March 14, 2012
- 3B. Cover letter with affidavit of service and postal delivery information, dated March 14, 2012
- 3C. Cover letter with affidavit of service and postal delivery information, dated March 22, 2012

- 3D. Request for hearing from Respondent Baldwin, April 17, 2012
- 3E. Requests for hearings from Tawana Shephard and S. Shiva Arati
- 3F. Summary Order to Cease and Desist, dated October 27, 2011
- 3G. Affidavit of Service
- 3H. Cover letter with Affidavit of Service and postal delivery information, dated November 2, 2011
- 3I. Notice of Representation and Request for Hearing – The Glenmore Law Firm, LLC, Tawana Shephard, and S. Shiva Arati
- 3J. Notices of Withdrawal of Appearance with cover letters – The Glenmore Law Firm, LLC, and Tawana Shephard
- 3K. Updated Notice of Appearance – Tawana Shephard
- 3L. Recision of Summary Order to Cease and Desist, dated March 14, 2012
- 4. Maryland Judiciary Case Search, dated May 3, 2012
- 4A. Motion for Injunctive Relief filed in Circuit Court for Prince George’s County, with attached exhibit, dated April 5, 2012
- 4B. Motion for Temporary Restraining Order filed in the Circuit Court for Prince George’s County, with attached memorandum, dated April 5, 2012
- 4C. Motion to File Under Seal filed in the Circuit Court for Prince George’s County, dated April 5, 2012
- 4D. Circuit Court for Prince George’s County Order granting Temporary Restraining Order, dated April 6, 2012
- 4E. Circuit Court for Prince George’s County Order granting Motion to File Under Seal, dated April 6, 2012
- 4F. Letter to Suntrust Bank from the CFR, dated April 5, 2012
- 4G. Facsimile from Suntrust Bank to the CFR, with attachments, dated April 16, 2012
- 4H. Circuit Court for Prince George’s County Order granting temporary injunction, dated April 16, 2012
- 4I. Circuit Court for Prince George’s County Hearing Transcript, dated April 16, 2012

5. Investigation Report, dated May 7, 2012
- 5A. Subpoenas
- 5B. Signed statements regarding subpoenas, dated October 27, 2011
6. Department of Assessments and Taxation information re: The Glenmore Law Firm, LLC
- 6A. Organization Policy and Procedures Manual – The Homeownership Protection Center, Glenmore Law Firm, dated August 15, 2011
- 6B. The Glenmore Law Firm, LLC, Employee contract –Tracy Purcell
- 6C. The Glenmore Law Firm, LLC, Employee contract – Nigel Edwards, with attachments
- 6D. The Glenmore Law Firm, LLC, Power Point presentation
- 6E. Mailer with returned mail envelopes (solicitation and advertisement)
- 6F. The Glenmore Law Firm, LLC, Consumer forms and agreements
- 6G. The Glenmore Law Firm, LLC, Customer and job list
- 6H. The Glenmore Law Firm, LLC, Internal Memo – “Updates on Clients,” dated September 7, 2011
- 6I. Letter to the Attorney Grievance Commission of Maryland from The Glenmore Law Firm, LLC, dated July 6, 2011
- 6J. Not offered
- 6K. The Glenmore Law Firm, LLC, Suntrust Bank Operating Account, Business Account Signature Card, with correspondence
- 6L. The Glenmore Law Firm, LLC, Suntrust Bank Account Statements
- 6M. The Glenmore Law Firm, LLC, Suntrust Bank Operating Account, Cash Deposit Ticket Information
- 6N. Deposits from The Level 10 Solution, LLC, to Suntrust Bank
- 6O. Payments to Respondent Gaynor from The Glenmore Law Firm
- 6P. Payments to Respondent Bowman from The Glenmore Law Firm

- 6Q. Payments to Tawana Shephard from The Glenmore Law Firm
- 6R. Payment to Respondent Baldwin from The Glenmore Law Firm
- 6S. Payments to the Level 10 Solution from The Glenmore Law Firm
- 6T. Payments to Andre Stevens and/or MortgageReset, LLC, from The Glenmore Law Firm
- 6U. Payments to Helen Gaynor from The Glenmore Law Firm
- 6V. The Glenmore Law Firm, IOLTA Maryland Legal Services Account – Business Account Signature Card
- 6W. The Glenmore Law Firm IOLTA Maryland Legal Services Account – Account Statements
- 6X. The Glenmore Law Firm IOLTA Maryland Legal Services Account – Deposits
- 6Y. Not offered
- 6Z. The Glenmore Law Firm IOLTA Maryland Legal Services Account – Payment to Respondent Gaynor
- 6AA. Not offered
- 6BB. The Glenmore Law Firm IOLTA DC Bar Foundation – Account Statements
- 6CC. The Glenmore Law Firm IOLTA DC Bar Foundation – Deposit and Withdrawal Information
- 7. The Homeownership Protection Center – Organization Chart
- 7A. The Homeownership Protection Center – In-House Directory
- 7B. Not offered
- 7C. The Homeowner Protection Center – Leaflet
- 7D. The Homeowner Protection Center – Consumer Forms and Agreement
- 7E. The Homeowner Protection Center – Case Management Checklist
- 8. Department of Taxation and Assessments – The Level 10 Solution, LLC
- 9. Department of Taxation and Assessments – Asset Community Development Foundation, Inc.

- 9A. Asset Community Development Foundation, Inc. – Webpage information
- 9B. Asset Community Development Foundation, Inc. – Webpage information (older version)
- 10. Department of Taxation and Assessments – MortgageReset, LLC
- 10A. Mortgage Reset, LLC – Webpage information
- 10B. Mortgage Reset, LLC - Leaflet
- 11. Emails from Aviance Morris to Julio Hernandez
- 12. Tawana Shephard's The Glenmore Law Firm business card and documents
- 12A. Tawana Shephard's attorney information
- 13. Certificate from National Association of Mortgage Underwriters – Respondent Baldwin
- 14. Business card and court documents – S. Shiva Arati
- 14A. Correspondence – S. Shiva Arati
- 15. Written statement – Christopher A. Grace
- 15A. Documents – Christopher A. Grace
- 15B. Retainer agreements with Christopher A. Grace & Associates
- 15C. Suntrust Bank Account Agreement – Christopher A. Grace
- 15D. Notice of Termination of Business Relationship from Christopher A. Grace
- 16. Documents re: consumer [REDACTED]
- 17. Documents re: consumer [REDACTED]
- 18. Documents re: consumer [REDACTED]
- 19. Documents re: consumers [REDACTED]
- 20. Documents re: consumers [REDACTED]
- 21. Documents re: consumers [REDACTED] (provided by consumers)
- 22. Documents re: consumer [REDACTED]

- 22A. Documents re: consumer [REDACTED] (provided by consumer)
- 23. Documents re: consumer [REDACTED]
- 24. Documents re: consumers [REDACTED]
- 24A. Documents re: consumers [REDACTED] (provided by consumers)
- 25. Documents re: consumers [REDACTED]
- 25A. Documents re: consumers [REDACTED] (provided by consumers)
- 26. Documents re: consumer [REDACTED]
- 27. Documents re: consumer [REDACTED]
- 27A. Documents re: consumer [REDACTED] (provided by consumer)
- 28. Documents re: consumer [REDACTED]
- 29. Documents re: consumers [REDACTED]
- 30. Documents re: consumer [REDACTED]
- 31. Documents re: consumer [REDACTED]
- 32. Documents re: consumers [REDACTED]
- 33. Documents re: consumer [REDACTED]
- 33A. Documents re: consumer [REDACTED] (provided by consumer)
- 34. Documents re: consumers [REDACTED] and Renee Stevens
- 35. Documents re: consumer [REDACTED]
- 36. Documents re: consumer [REDACTED]
- 37. Documents re: consumers [REDACTED]
- 37A. Documents re: consumers [REDACTED] (provided by consumers)
- 38. Documents re: consumers [REDACTED] (provided by consumers)
- 39. Documents re: consumer [REDACTED]

- 40. Documents re: consumer [REDACTED]
- 41. Documents re: consumer [REDACTED]
- 42. Documents re: consumer [REDACTED]
- 42A. Documents re: consumer [REDACTED] (provided by consumer)
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- 46. Documents re: consumers [REDACTED] n
- 46A. Documents re: consumers [REDACTED] (provided by consumers)
- 47. Documents re: consumer [REDACTED]
- 47A. Documents re: consumer [REDACTED] (provided by consumer)
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- 49. Documents re: consumer [REDACTED]
- 49A. Documents re: consumer [REDACTED] (provided by consumer)
- 50. Documents re: consumer [REDACTED]
- 50A. Documents re: consumer [REDACTED] (provided by consumer)
- 51. Documents re: consumer [REDACTED] (provided by consumer)
- 52. Documents re: consumer [REDACTED]
- 53. Documents re: consumers [REDACTED]
- 53A. Documents re: consumers [REDACTED] (provided by consumers)
- 54. Documents re: consumer [REDACTED]
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- 57. Documents re: consumer [REDACTED]



- 58. Documents re: consumer [REDACTED]
- 59. Documents re: consumer [REDACTED]
- 60. Documents re: consumers [REDACTED]
- 60A. Documents re: consumers [REDACTED] (provided by consumers)
- 61. Documents re: consumers [REDACTED]
- 62. Documents re: consumer [REDACTED]
- 63. Documents re: consumer [REDACTED]