

IN THE MATTER OF:

JEFFREY A. LEWISTON

Respondent.

BEFORE THE MARYLAND

COMMISSIONER OF

FINANCIAL REGULATION

Case No.: CFR- FY2013-116

**SETTLEMENT AGREEMENT AND CONSENT ORDER**

This Settlement Agreement and Consent Order ("Agreement") is entered into this 8<sup>th</sup> day of April, 2015, by and between the Maryland Commissioner of Financial Regulation (the "Commissioner"), and Respondent Jeffrey Lewiston ("Respondent"). The Commissioner and Respondent (the "Parties") consent to the entry of this Agreement as a final resolution of this matter. All paragraphs below are intended to be part of the contractual obligations of the Parties hereto, so far as they may be so construed, and are not mere recitals to this Agreement.

1. Pursuant to the Annotated Code of Maryland Commercial Law Article ("CL"), Title 14, Subtitle 19, (the Maryland Credit Services Businesses Act, hereinafter "MCSBA"), and Financial Institutions Article ("FI"), Title 11, Subtitles 2 and 3, the Maryland Commissioner of Financial Regulation (the "Commissioner") is responsible for licensing and regulating, *inter alia*, all residential mortgage loan modification services (a/k/a loss mitigation, foreclosure consulting, and similar services) provided to consumers with loans secured by residential real property located in the State of Maryland (the "State").

2. The Commissioner has received information which would justify administrative charges being brought against Respondent based, in part, on the following allegations: (i) that Respondent provided unlicensed residential loan modification services in violation of the

MCSBA, and FI, Title 11, Subtitles 2 and 3. This determination was based, in part, on the following facts:

a. Respondent is licensed to practice law in California and Michigan and engaged in business activities with Maryland consumers involving Maryland residential real property;

b. Respondent is the owner and president of Top Legal Advocates, P.C. (TLA). Respondent and TLA offered, contracted to provide, or otherwise engaged in direct or indirect loan modification/foreclosure consulting services with Maryland consumers. Further, as part of the loan modification/foreclosure consulting services agreements, Respondent and TLA collected upfront fees in exchange for which Respondent represented that he would be able to facilitate a loan modification for those Maryland consumers.

3. Respondent does not admit to the alleged violations set forth above. Nonetheless, Respondent wishes to resolve the alleged violations as to Respondent without the need for further administrative hearings or other legal proceedings, and to avoid the costs associated with such proceedings and any potential appeals. Respondent, therefore, agrees to resolve this matter fully, finally, and completely without further administrative proceedings and further accepts without condition, and fully agrees to abide by, each and every term set forth in this Agreement.

4. The Commissioner desires to ensure that Respondent will comply with all applicable statutes, regulations, and others laws governing Maryland mortgage lending, brokering, origination, modification, and mitigation, and further wishes to avoid the costs to the taxpayers of an administrative hearing and any potential appeals.

5. Respondent has agreed to take each and every one of the following actions in exchange for a final resolution of all allegations made herein:

a. Respondent will pay a total of \$6,650.00 in restitution to the two Maryland consumers identified on Attachment A (\$3,500 to Consumer A and \$3,150 to Consumer B).

b. The Respondent shall issue refunds to the affected Maryland consumers indicated in Paragraph 5.a. above, in accordance with the following:

(1). On or before August 10, 2015, Respondent shall mail a check for the amount of money to be refunded to each consumer via First Class U.S. Mail, to each affected consumer's last known address, or to an updated address as can be identified through customary address verification means. Each refund shall be accompanied by a letter indicating that that the refund is being issued pursuant to a Settlement Agreement between the Respondent and the Commissioner of Financial Regulation, and that the Settlement Agreement does not in any way affect the consumer's legal rights. The Respondent shall furnish evidence to the Commissioner that refunds were tendered by sending to the Commissioner a copy of the letter and check in the agreed amount sent to each affected consumer.

(2). On or before November 10, 2015, the Respondent shall furnish evidence to the Agency that the tendered refunds were received by each affected consumer by providing a copy of the front and back of the cancelled check for each refund payment that was negotiated by the affected consumer.

(3). On or before December 15, 2015, if any refund payment checks mailed by the Respondent to affected Maryland consumers in accordance with this Agreement are either not cashed or are returned to the Respondents as non-deliverable (collectively, the

“Undeliverable Refunds”), such Undeliverable Refunds will escheat to the State of Maryland. In such event, the Respondent will stop payment on such undeliverable refund payment checks, and shall pay the total amount of all Undeliverable Refunds in the form of a single check made payable to the “Comptroller of Maryland,” which shall be submitted to Christopher Gray, Staff Attorney, Office of the Attorney General, Department of Labor Licensing and Regulation, 500 N. Calvert Street, Suite 406, Baltimore, Maryland, 21202, copy to the Commissioner, both of which shall be accompanied by a spreadsheet with the following additional information for each Undeliverable Refund: the social security number of the consumer (if known), the date of birth of the consumer (if known), the date on which each refund check was mailed, and an indication of whether the refund check was either not cashed or was returned to the Respondent as non-deliverable. Such action on the part of the Respondent shall relieve the Respondent of any further obligation to make refunds to the affected consumers pursuant to this Agreement.

(4). The Respondent shall not seek releases from consumers in conjunction with these refunds.

c. Respondent agrees that each and every loan modification/foreclosure consulting agreement entered into by Respondent and TLA to provide loan modification services and/or foreclosure consulting services to Maryland consumers prior to this Agreement is null and void and unenforceable as contrary to the public policy of the State;

6. Respondent acknowledges that any and all restitution that is provided for under this Agreement is non-dischargeable under the United State Bankruptcy Code, with specific reference, but without limitation, to 11 U.S.C. 523(a)(7).

7. Respondent acknowledges that he has voluntarily entered into this Agreement, with full knowledge of his right to a hearing, arising from any charges based on the alleged violations, pursuant to MCSBA, and FI, Title 11, Subtitles 2 and 3, and the Maryland Administrative Procedures Act (Md. Code Ann., State Gov't. § 10-201 *et seq.*), and that Respondent hereby waives his right to a hearing. Respondent further acknowledges that he has had an opportunity to consult with independent legal counsel in connection with the waiver of rights and with the negotiation and execution of this Agreement, and that Respondent has either consulted with independent legal counsel or has knowingly and voluntarily elected not to consult with counsel.

8. Respondent represents that he is currently in compliance with all applicable statutes, regulations, and others laws governing Maryland mortgage lending, brokering, origination, modification, and mitigation, as well as laws governing foreclosure consulting, and that Respondent will continue to act in compliance at all future times.

9. The Parties hereto agree that this Agreement shall be binding and enforceable in court by the Commissioner and by Respondent, shall be admissible in court, and shall be binding upon and inure to any of Respondent's present and future owners, members, officers, employees, successors, and assigns.

10. The Parties hereto agree that any notices or payments hereunder shall be effectively "delivered" when sent via overnight delivery or certified mail as follows:

a. To the Commissioner:

Commissioner of Financial Regulation  
500 North Calvert Street, Suite 402  
Baltimore, Maryland 21202-3651  
ATTN: Deputy Commissioner

With copy to:  
Christopher A. Gray  
Staff Attorney, Office of the Attorney General  
500 North Calvert Street, Suite 406  
Baltimore, Maryland 21202-3651

b. To Respondent by mail and email:

Jeffrey Lewiston  
16650 Calneva Drive  
Encino, California 91436  
Email: jefflewis@comcast.net

**NOW, THEREFORE**, it is, by the Maryland Commissioner of Financial Regulation,  
hereby

**ORDERED** that Respondent shall adhere to all terms of this Settlement Agreement  
and Consent Order; and it is

**ORDERED** that Respondent shall permanently cease providing any and all residential  
loan modification services, foreclosure consulting services, mortgage assistance relief services,  
mortgage origination services or mortgage lending services in the state of Maryland; and it is  
further

**ORDERED** that, in the event Respondent violates any provision of this Settlement  
Agreement and Consent Order, or otherwise engage in the activities which formed the basis for  
the allegations set forth above, the Commissioner may, at the Commissioner's discretion, take  
any enforcement actions available under FI § 2-115(b) as well as take any other enforcement  
actions as permitted by, and in accordance with, applicable State law; and that such  
enforcement actions could include an order to cease and desist, civil money penalties of up to  
\$1,000 for each violation and up to \$5,000 for each subsequent violation, an order to provide  
restitution of money or property to any aggrieved persons, an action for relief in Maryland

Circuit Court, and/or referral for possible criminal prosecution; and it is further

**ORDERED** that this matter shall be resolved in accordance with the terms of this Settlement Agreement and Consent Order and the same shall be reflected among the records of the Office of the Commissioner of Financial Regulation; and it is further

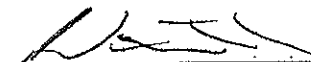
**ORDERED** that this document shall constitute a Final Order of the Maryland Commissioner of Financial Regulation, by the authority delegated to the Deputy Commissioner under FI § 2-103, and, although the Respondent does not admit to the alleged violations set forth above, nevertheless, the Commissioner may consider this Settlement Agreement and Consent Order and the facts set forth herein in connection with, and in deciding, any action or proceeding before the Commissioner; and that this Settlement Agreement and Consent Order may, if relevant, be admitted into evidence in any matter before the Commissioner.

It is so **ORDERED**.

**IN WITNESS WHEREOF**, this Settlement Agreement and Consent Order is executed on the day and year first above written.

**MARYLAND COMMISSIONER  
OF FINANCIAL REGULATION**

**JEFFREY LEWISTON**

  
By: Keisha Whitehall Wolfe  
Acting Deputy Commissioner



**IN THE MATTER OF:**

**TOP LEGAL ADVOCATES, P.C.,**

**A to Z MARKETING, INC. d/b/a  
CLIENT SERVICES,**

**JEFFREY A. LEWISTON,**

**RATAN BAID,**

**WILLIAM D. GOODRICH, and**

**JOHN LEYVA**

Respondents.

**BEFORE THE MARYLAND**

**COMMISSIONER OF**

**FINANCIAL REGULATION**

Case No.: CFR-FY2013-116

**SUMMARY ORDER TO CEASE AND DESIST  
AND ORDER TO PRODUCE**

**WHEREAS**, the Deputy Commissioner of Financial Regulation (the "Deputy Commissioner") undertook an investigation into the credit services business activities of Top Legal Advocates, P.C., A to Z Marketing, Jeffrey A. Lewiston, Ratan Baid, William D. Goodrich, and John Leyva (collectively, the "Respondents"); and

**WHEREAS**, as a result of that investigation, the Deputy Commissioner finds grounds to allege that Respondents violated various provisions of the Annotated Code of Maryland, including Commercial Law Article ("CL"), Title 14, Subtitle 19, (the Maryland Credit Services Businesses Act, hereinafter "MCSBA"), Financial Institutions Article ("FI"), Title 11, Subtitles 2 and 3, and the Commissioner finds that action under FI §§ 2-114 and 2-115 is appropriate.

**NOW, THEREFORE**, the Deputy Commissioner has determined, for the reasons set forth below, that Respondents are in violation of Maryland law, and that it is in the public interest that Respondents immediately cease and desist from engaging in credit services business





activities and/or foreclosure consulting activities with Maryland residents, homeowners and/or consumers (hereinafter "Maryland consumers"), including directly or indirectly offering, contracting to provide, or otherwise engaging in, loan modification, loss mitigation, foreclosure consulting, or similar services related to residential real property (hereinafter "loan modification services").

1. FI §§ 2-115(a) and (b) set forth the Commissioner's authority to issue summary cease and desist orders, and to take additional actions for violations of laws, regulations, rules, and orders over which the Commissioner has jurisdiction (in addition to taking any other action permitted by law, and subject to a hearing or waiver of hearing), providing as follows:

(a) *Summary cease and desist orders.*- When the Commissioner determines that a person has engaged in an act or practice constituting a violation of a law, regulation, rule or order over which the Commissioner has jurisdiction, and that immediate action against the person is in the public interest, the Commissioner may in the Commissioner's discretion issue, without a prior hearing, a summary order directing the person to cease and desist from engaging in the activity, provided that the summary cease and desist order gives the person:

- (1) Notice of the opportunity for a hearing before the Commissioner to determine whether the summary cease and desist order should be vacated, modified, or entered as final; and
- (2) Notice that the summary cease and desist order will be entered as final if the person does not request a hearing within 15 days of receipt of the summary cease and desist order.

(b) *Other authorized actions for violations.*- When the Commissioner determines after notice and a hearing, unless the right to notice and a hearing is waived, that a person has engaged in an act or practice constituting a violation of a law, regulation, rule or order over which the Commissioner has jurisdiction, the Commissioner may in the Commissioner's discretion and in addition to taking any other action authorized by law:

- (1) Issue a final cease and desist order against the person;
- (2) Suspend or revoke the license of the person;
- (3) Issue a penalty order against the person imposing a civil penalty up to the maximum amount of \$1,000 for a first

violation and a maximum amount of \$5,000 for each subsequent violation; or

(4) Take any combination of the actions specified in this subsection.

2. FI §§ 2-114(a) and (b) set forth the Commissioner's general authority to order the production of information, as well as documents and records, while investigating potential violations of laws, regulations, rules, and orders over which the Commissioner has jurisdiction. Thus, FI § 2-114(a)(2) provides that the Commissioner may "[r]equire . . . a person to file a statement in writing, under oath or otherwise as the Commissioner determines, as to all the facts and circumstances concerning the matter to be investigated." Further, pursuant to FI § 2-114(b), "the Commissioner or an officer designated by the Commissioner may," among other things, "take evidence, and require the production of books, papers, correspondence, memoranda, and agreements, or other documents."

3 In the present matter, in February 2013, the Deputy Commissioner began an investigation into the business activities of Respondents as a result of a consumer complaint. Pursuant to the Deputy Commissioner's inquiry into Respondents' business activities, the Deputy Commissioner has developed reasonable grounds to believe that Respondents engaged in unlicensed loan modification activities with Maryland consumers in violation of various provisions of Maryland Law, including, but not limited to, the MCSBA and FI Title 11, Subtitles 2 and 3, and that Respondents' business activities constituted other violations of the MCSBA. The legal and factual bases for these determinations are described below.

#### Maryland Credit Services Businesses Act

4. The MCSBA provides, pursuant to CL § 14-1902, that "[a] credit services business, its employees, and independent contractors who sell or attempt to sell the services of a credit services business shall not: (1) [r]eceive any money or other valuable consideration from

the consumer, unless the credit services business has secured from the Commissioner a license under Title 11, Subtitle 3 of the Financial Institutions Article[.]”

5. Pursuant to CL § 14-1903(b), “[a] credit services business is required to be licensed under this subtitle and is subject to the licensing, investigatory, enforcement, and penalty provisions of this subtitle and Title 11, Subtitle 3 of the Financial Institutions Article.”

6. Pursuant to FI § 11-302, “[u]nless the person is licensed by the Commissioner, a person may not: . . . (3) [e]ngage in the business of a credit services business as defined under Title 14, Subtitle 19 of the Commercial Law Article.”

7. Pursuant to FI § 11-303, “[a] license under this subtitle shall be applied for and issued in accordance with, and is subject to, the licensing and investigatory provisions of Subtitle 2 of this title, the Maryland Consumer Loan Law – Licensing Provisions.”

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

(1) “Credit services business” means any person who, with respect to the extension of credit by others, sells, provides, or performs, or represents that such person can or will sell, provide, or perform, any of the following services in return for the payment of money or other valuable consideration:

- (i) Improving a consumer’s credit record, history, or rating or establishing a new credit file or record;
- (ii) Obtaining an extension of credit for a consumer; or
- (iii) Providing advice or assistance to a consumer with regard to either subparagraph (i) or (ii) of this paragraph.

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

10. CL § 14-1902 further provides, in pertinent part, 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:

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- (4) Make or use any false or misleading representations in the offer or sale of the services of a credit services business;
- (5) Engage, directly or indirectly, in any act, practice, or course of business which operates as a fraud or deception on any person in connection with the offer or sale of the services of a credit services business;
- (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;

11. CL § 14-1903(a) addresses the scope of credit services contracts covered under MCSBA, providing as follows:

(a) *In general.* – Notwithstanding any election of law or designation of situs in any contract, this subtitle applies to any contract for credit services if:

- (1) The credit services business offers or agrees to sell, provide, or perform any services to a resident of this State;
- (2) A resident of this State accepts or makes the offer in this State to purchase the services of the credit services business; or
- (3) The credit services business makes any verbal or written solicitation or communication that originates either inside or outside of this State but is received in the State by a resident of this State.

12. Pursuant to CL § 14-1903.1,

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 § 14-1903 of this subtitle; or
- (2) If not required to be licensed, the exemption provided by the Commissioner.

13. CL § 14-1904(a) provides that, “[b]efore 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 [the MCSBA].” CL § 14-1905(b) further requires a credit services business “to maintain on file for a period of 2 years from the date of the consumer’s acknowledgment a copy of the information statement signed by the consumer acknowledging receipt of the information statement.”

14. CL § 14-1905 indicates the specific terms which must be provided in the information statement, stating, in part, as follows:

(a) *In general.* – The information statement required under § 14-1904 of this subtitle shall include:

\* \* \*

(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) *Additional requirements of licenses.* – A credit services business required to obtain a license pursuant to § 14-1902 of this subtitle shall include in the information statement required under § 14-1904 of this subtitle:

- (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.

15. CL § 14-1906 discusses requirements for contracts between credit services businesses and consumers, providing as follows:

(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.

\* \* \*

(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.

16. CL § 14-1907 provides, in part, as follows:

(a) *Breach of contract.*- Any breach by a credit services business of a contract under this subtitle, or of any obligation arising under it, shall constitute a violation of this subtitle.

(b) *Void contracts.*- Any contract for services from a credit services business that does not comply with the applicable provisions of this subtitle shall be void and unenforceable as contrary to the public policy of this State.

(c) *Waivers.*—

\* \* \*

(2) Any attempt by a credit services business to have a consumer waive rights given by this subtitle shall constitute a violation of this subtitle.

17. CL § 14-1908 provides that, “[a] credit services business is required to obtain a surety bond pursuant to Title 11, Subtitle 3 of the Financial Institutions Article.” Further, CL § 14-1909 provides that, “[t]he surety bond shall be issued by a surety company authorized to do business in this State.”

18. CL § 14-1912 discusses liability for failure to comply with the MCSBA, providing as follows:

(a) *Willful noncompliance.*— Any credit services business which willfully fails to comply with any requirement imposed under this subtitle with respect to any consumer is liable to that consumer in an amount equal to the sum of:

- (1) Any actual damages sustained by the consumer as a result of the failure;
- (2) A monetary award equal to 3 times the total amount collected from the consumer, as ordered by the Commissioner;
- (3) Such amount of punitive damages as the court may allow; and
- (4) In the case of any successful action to enforce any liability under this section, the costs of the action together with reasonable attorney’s fees as determined by the court.

(b) *Negligent noncompliance.*— Any credit services business which is negligent in failing to comply with any requirement imposed under this subtitle with respect to any consumer is liable to that consumer in an amount equal to the sum of:

- (1) Any actual damages sustained by the consumer as a result of the failure; and
- (2) In the case of any successful action to enforce any liability under this section, the cost of the action together with reasonable attorney’s fees as determined by the court.

19. Loan modification services generally include obtaining an extension of credit for consumers, namely obtaining forbearance or other deferrals of payment on consumers’ mortgage loans. This includes any offered services intended as part of the loan modification process, or

which are represented to consumers to be necessary for participating in a loan modification program. Under certain circumstances, loan modification services may involve improving a consumer's credit record, history, or rating or establishing a new credit file or record. Therefore, unless otherwise exempt, pursuant to CL §§ 14-1901(e) and 14-1901(f) persons providing loan modification services, in which they are offering forbearance services, loss mitigation services, and/or credit repair services, fall under the statutory definition of "credit services businesses," and are thereby subject to the licensing, investigatory, enforcement, and penalty provisions of the MCSBA.

20. The Deputy Commissioner's investigation determined that Respondent Top Legal Advocates, P.C., is a purported law firm operating out of offices located in Detroit, Michigan. Further, the Deputy Commissioner's investigation revealed that Top Legal Advocates, P.C., engages in business activities with Maryland consumers involving Maryland residential real property, although it has not registered to do business in the State of Maryland with the State Department of Assessments and Taxation (SDAT).

21. The Deputy Commissioner's investigation determined that Respondent Jeffrey A. Lewiston is the owner and president of Top Legal Advocates, P. C. Respondent Jeffrey A. Lewiston is a Michigan state barred attorney who engaged in business activities involving Maryland consumers, but is not, nor has he ever been, licensed to practice law in the State of Maryland.

22. The Deputy Commissioner's investigation determined that Respondent A to Z Marketing assisted Respondent Top Legal Advocates, P.C. with loan modifications as well as marketing.



23. The Deputy Commissioner's investigation determined that Respondent Rafan Baid is the president of A to Z Marketing.

24. The Deputy Commissioner's investigation determined that Respondent William D. Goodrich acted as a compliance attorney for Respondent Top Legal Advocates. Respondent William D. Goodrich is a New York and California state barred attorney, but is not, nor has he ever been, licensed to practice law in the State of Maryland.

25. The Deputy Commissioner's investigation determined that Respondent John Leyva was an employee of Respondent Top Legal Advocates, P.C. Further, the Deputy Commissioner's investigation determined that Respondent John Leyva is not, nor has he ever been, licensed to practice law in the State of Maryland.

26. The Deputy Commissioner's investigation revealed that, in August 2012, [REDACTED] (collectively "Consumer A"), entered into a loan modification agreement with Respondents. Consumer A paid \$3,500 in up-front fees to Respondents in exchange for which Respondents represented that they would be able to obtain a loan modification for Consumer A. Although Respondents collected \$3,500 in up-front fees, Respondents never obtained a loan modification for Consumer A. Further, Consumer A requested a refund of the up-front fees, which Respondents have yet to provide.

27. The Deputy Commissioner's investigation further revealed that, in January 2013, [REDACTED] ("Consumer B") entered into a loan modification agreement with Respondents. Consumer B paid \$3,150 in up-front fees to Respondents in exchange for which Respondents represented that they would be able to obtain a loan modification for Consumer B. Although Respondents collected \$3,150 in up-front fees, Respondents never obtained a loan modification for Consumer B.

28. In the present matter, Respondents are subject to the MCSBA, including its prohibition on engaging in credit services business activities without first being licensed under the MCSBA pursuant to CL § 14-1902(1), CL §14-1903(b), FI § 11-302, and FI § 11-303. At no time relevant to the facts set forth in this Summary Order to Cease and Desist and Order to Produce (the "Summary Order") have Respondents been licensed by the Commissioner under the MCSBA.

29. By representing that they could provide loan modification services, and by entering into agreements with Maryland consumers to provide loan modification services, Respondents have engaged in credit services business activities without having the requisite license. Respondents' unlicensed loan modification activities thus constitute violations of CL § 14-1902(1), CL §14-1903(b), FI § 11-302, and FI § 11-303, thereby subjecting Respondents to the penalty provisions of the MCSBA.

30. Additionally, by collecting up-front fees prior to fully and completely performing all services on behalf of consumers, Respondents violated CL § 14-1902(6) of the MCSBA. Respondents further violated the MCSBA through the following: they failed to obtain the requisite surety bonds, in violation of CL §§ 14-1908 and 14-1909; they failed to provide consumers with the requisite information statements, in violation of CL §§ 14-1904 and 14-1905; and they failed to include all of the requisite contractual terms in their agreements with consumers, as required under CL § 14-1906.

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

32. By failing to obtain beneficial loan modifications or other forms of forbearance agreements for Maryland consumers which Respondents had agreed to provide, Respondents breached their contracts with Maryland consumers and/or breached the obligations arising under those agreements. Pursuant to CL § 14-1907(a), such breaches constitute *per se* violations of the MCSBA.

**Maryland Mortgage Assistance Relief Services Act**

33. The Maryland Mortgage Assistance Relief Services Act (“Maryland MARS Act,” at RP § 7-501 *et seq.*) went into effect on July 1, 2013. Pursuant to RP § 7-501(d) of the Maryland MARS Act, “mortgage assistance relief service” has the meaning stated in 12 C.F.R. § 1015.2 and any subsequent revision of that federal regulation. Further, pursuant to RP § 7-501(e), “mortgage assistance relief service provider” has the meaning stated in 12 C.F.R. § 1015.2 and any subsequent revision of that regulation, and that definition incorporates the meanings of other terms stated in 12 C.F.R. § 1015.2 to the extent those terms are used to establish the meaning of “mortgage assistance relief service provider.”

34. “Mortgage assistance relief service” is defined under 12 C.F.R. § 1015.2 as follows:

*Mortgage Assistance Relief Service* means any service, plan, or program, offered or provided to the consumer in exchange for consideration, that is represented, expressly or by implication, to assist or attempt to assist the consumer with any of the following:

- (1) Stopping, preventing, or postponing any mortgage or deed of trust foreclosure sale for the consumer’s dwelling, any repossession of the consumer’s dwelling, or otherwise saving the consumer’s dwelling from foreclosure or repossession;
- (2) Negotiating, obtaining, or arranging a modification of any term of a dwelling loan, including a reduction in the amount of interest, principal balance, monthly payments, or fees;
- (3) Obtaining any forbearance or modification in the timing of payments from any dwelling loan holder or servicer on any dwelling loan;

(4) Negotiating, obtaining, or arranging any extension of the period of time within which the consumer may:

- (i) Cure his or her default on a dwelling loan,
- (ii) Reinstate his or her dwelling loan,
- (iii) Redeem a dwelling, or
- (iv) Exercise any right to reinstate a dwelling loan or redeem a dwelling;

(5) Obtaining any waiver of an acceleration clause or balloon payment contained in any promissory note or contract secured by any dwelling; or

(6) Negotiating, obtaining or arranging:

- (i) A short sale of a dwelling,
- (ii) A deed-in-lieu of foreclosure, or
- (iii) Any other disposition of a dwelling other than a sale to a third party who is not the dwelling loan holder.

35. "Mortgage assistance relief service provider" is defined under 12 C.F.R. § 1015.2

as follows:

*Mortgage Assistance Relief Service Provider or Provider* means any person that provides, offers to provide, or arranges for others to provide, any mortgage assistance relief service. This term does not include:

- (1) The dwelling loan holder, or any agent or contractor of such individual or entity.
- (2) The servicer of a dwelling loan, or any agent or contractor of such individual or entity.

36. Additional definitions stated in 12 C.F.R. § 1015.2 that help to establish the

meaning of "mortgage assistance relief service provider" include the following:

*Consumer* means any natural person who is obligated under any loan secured by a dwelling.

*Dwelling* means a residential structure containing four or fewer units, whether or not that structure is attached to real property, that is primarily for personal, family, or household purposes. The term includes any of the following if used as a residence: An individual condominium unit, cooperative unit, mobile home, manufactured home, or trailer.

*Dwelling loan* means any loan secured by a dwelling, and any associated deed of trust or mortgage.

*Dwelling Loan Holder* means any individual or entity who holds the dwelling loan that is the subject of the offer to provide mortgage assistance relief services.

*Person* means any individual, group, unincorporated association, limited or general partnership, corporation, or other business entity, except to the extent that any person is specifically excluded from the Federal Trade Commission's jurisdiction pursuant to 15 U.S.C. 44 and 45(a)(2).

37. RP § 7-502 of the Maryland MARS Act requires compliance with federal law, providing as follows: "[a] mortgage assistance relief service provider providing mortgage assistance relief service in connection with a dwelling in the State that does not comply with 12 C.F.R. §§ 1015.1 through 1015.11 and any subsequent revision of those regulations is in violation of this subtitle."

38. The Commissioner's authority to enforce the Maryland MARS Act is set forth in RP § 7-506, which provides as follows:

(a) *In general.* -- The Commissioner may enforce the provisions of this subtitle by exercising any of the powers provided under §§ 2-113 through 2-116 of the Financial Institutions Article.

(b) *Injunctions or other court orders or judgments.* --

(1) The Commissioner may seek an injunction to prohibit a person who has engaged or is engaging in a violation of this subtitle from engaging or continuing to engage in the violation.

(2) The court may enter any order or judgment necessary to:

(i) Prevent the use by a person of any prohibited practice;

(ii) Restore to a person any money or real or personal property acquired from the person by means of any prohibited practice; or

(iii) Appoint a receiver in case of willful violation of this subtitle.

(3) In any action brought by the Commissioner under this section, the Commissioner is entitled to recover the costs of the action for the use of the State.

(c) *Requiring violator to take affirmative action.* -- The Commissioner may enforce the provisions of this subtitle by requiring a violator to take affirmative action to correct the violation, including the restitution of money or property to any person aggrieved by the violation.

(d) *Investigations or assistance to other units of State government.*

-- The Commissioner may:

(1) Investigate violations of this subtitle; and

(2) Aid any other unit of State government that has regulatory jurisdiction over the business activities of the violator.

(e) *Cooperation investigations.* -- The Commissioner may cooperate in the investigation and prosecution of any violation of this subtitle with:

(1) The Office of the Attorney General, a State's Attorney, or any other unit of law enforcement in the State; or

(2) The Federal Trade Commission, the Consumer Financial Protection Bureau, or the U.S. Department of Housing and Urban Development.

39. The loan modification activities of Respondents constitute "mortgage assistance relief services" under 12 C.F.R. § 1015.2, and the Petitioners satisfy the definition of "mortgage assistance relief service providers" under 12 C.F.R. § 1015.2. As such, pursuant to RP §§ 7-501 and 502, Respondents and their loan modification activities are currently subject to the Maryland MARS Act, including the investigative and enforcement authority of the Commissioner set forth in RP § 7-506.

**WHEREFORE**, having determined that immediate action is in the public interest, and pursuant to the aforementioned provisions of the Annotated Code of Maryland, it is, by the Maryland Commissioner of Financial Regulation, hereby

**ORDERED** that Respondents shall immediately **CEASE** and **DESIST** from engaging in any further credit services business activities and/or foreclosure consultant activities with Maryland consumers, including contracting to provide, or otherwise engaging in loan modification services, foreclosure consulting, or similar services with Maryland consumers; and it is further

**ORDERED** that Respondents shall immediately **CEASE** and **DESIST** from directly or indirectly offering, contracting to provide, or otherwise engaging in, mortgage assistance relief services with Maryland consumers; and it is further

**ORDERED** that Respondents shall immediately **CEASE** and **DESIST** from violating the aforementioned statutory provisions of the Annotated Code of Maryland, including, but not limited to, Title 14, Subtitle 19 of the Commercial Law Article (the Maryland Credit Services Businesses Act), Title 11, Subtitles 2 and 3 of the Financial Institutions Article; and that Respondents should be assessed statutory monetary penalties and directed to make restitution for such violations; and it is further

**ORDERED** that Respondents shall provide to the Office of the Commissioner each of the following within 15 days of the receipt of this Summary Order to Cease and Desist:

1. The names, addresses, and phone numbers of all Maryland residents, homeowners and/or consumers (hereinafter "Maryland residents") who, at any time on or after January 1, 2008, retained or contracted with Respondents for the purpose (in whole or in part) of providing mortgage loan modification, loss mitigation, foreclosure consulting, or similar services related to residential real property (hereinafter "loan modification services") for them or on their behalf.
  - a. For each Maryland resident identified above, specify whether the person was current, in default, or in foreclosure on their residential mortgage loan as of the date they entered into the agreement to obtain loan modification services.
  - b. Additionally, if the person was in default, specify the number of days that they were in default as of the date that they entered into the agreement. Also indicate whether the person was directed to stop making payments on their residential mortgage loan.
2. Any and all documents under Respondents' control or in their possession pertaining to their loan modification services, agreements, and activities on or after January 1, 2008 related to the Maryland residents identified above.
3. The names, addresses, and phone numbers of third-party individuals or business entities ("third parties") who, at any time on or after January 1, 2008, referred or agreed to refer consumers, potentially including Maryland residents, to Respondents for the purpose (in whole or in part) of providing loan modification services.
4. The names, addresses, and phone numbers of third parties to whom, at any time on or after January 1, 2008, Respondents referred or agreed to refer, consumers, potentially

including Maryland residents, for the purpose (in whole or in part) of providing loan modification services, or to whom Respondents referred or agreed to refer consumers, potentially including Maryland residents, for the purpose of obtaining a consumer loan in order to finance loan modification services.

5. Any and all documents under Respondents' control or in their possession pertaining to the third-parties identified above, the content of which documents relates in any way to loan modification services to be performed on or after January 1, 2008, or to any associated referral arrangements, fees, or other forms of compensation.
6. Copies of all marketing and advertising materials potentially reaching Maryland residents on or after January 1, 2008 which Respondents, or which third parties marketing directly or indirectly on Respondents' behalf, use or have used to market or advertise Respondents' loan modification services, including, but not limited to, copies of all printed marketing materials, internet advertisements, and radio and television advertisements.
7. The names, addresses, and phone numbers of all of Respondents' current and former owners, partners, members, officers, employees, associates, agents, and/or contractors who, on or after January 1, 2008 and during their period of employment or association with Respondents, agreed to provide, provided, or assisted in providing, Maryland residents with loan modification services.
8. Information or documents providing following: the names of all current and former principals, owners, officers, directors, managing members, members, and partners of Respondent business entities; the contact information for each person identified, including their business address, mailing address (if different), phone number, and email address; all positions held with Respondents; and the dates in each position.
9. All organizational and governing documents for Respondent business entities, including but not limited to the following: articles of organization; articles of incorporation; operating agreements; partnership agreements; bylaws; other governing documents; and other like documents pertaining to each company's overall structure, governance, and/or operations.
10. Documents detailing financial asset information for Respondents and for all members of Respondents for the period from January 1, 2008 through the present, including audited financial statements, unaudited financial statements, tax returns, and like documents.
11. Copies of any surety bonds which Respondents hold, or have held, which would cover any of the loan modification agreements referenced herein.
12. If Respondents, or if any of the principals, owners, officers, directors, managing members, members, or partners of Respondent business entities, has ever been named as a respondent, defendant, or party in any action by a federal, state, or local regulatory or law enforcement agency (hereinafter, "governmental agency"), information or documents which provide the following: the name of the governmental agency; the date the action was commenced; the status of the action; a copy of any complaint, charging letter, summary order, or like document; and a copy of any final order, judgment, or settlement agreement.



And it is further

**ORDERED** that all provisions of this Summary Order, including all orders and notices set forth herein, shall also apply to all unnamed partners, employees, and/or agents of Respondents; and it is further

**ORDERED** that Respondents shall provide a copy of this Summary Order to all unnamed partners, employees and/or agents of Respondents; furthermore,

**RESPONDENTS ARE HEREBY NOTIFIED** that, pursuant to FI § 2-115, CL § 14-1911, and RP § 7-319.1, Respondents are entitled to a hearing before the Commissioner to determine whether this Summary Order should be vacated, modified, or entered as a final order of the Commissioner; and further,

**RESPONDENTS ARE HEREBY NOTIFIED** that, pursuant to FI § 2-115, CL § 14-1911, and RP § 7-319.1, this Summary Order will be entered as a final order of the Commissioner if Respondents do not request a hearing within 15 days of the receipt of this Summary Order; and further,

**RESPONDENTS ARE HEREBY NOTIFIED** that, pursuant to Code of Maryland Regulations ("COMAR") § 09.01.02.08, and State Government Article ("SG") §§ 9-1607.1, 10-206.1, and 10-207, and in accordance with SG § 10-207(b)(4), individual Respondents are permitted to request a hearing, and to appear at such hearing, on behalf of themselves, or through an attorney authorized to practice law in Maryland at Respondents' own expense; and further,

**RESPONDENTS ARE HEREBY NOTIFIED** that, pursuant to SG §§ 9-1607.1 and 10-206.1, and in accordance with SG § 10-207(b)(4), business entities are only permitted to request a hearing, and to appear at such hearing, through an attorney authorized to practice law in Maryland at Respondents' own expense; and further,

**RESPONDENTS ARE HEREBY NOTIFIED** that any and all requests for a hearing in this matter must conform to the requirements stated above, must be made in the form of a signed, written request, and must be submitted to the following address:

Administrator  
Enforcement Unit  
Office of the Commissioner of Financial Regulation  
500 North Calvert Street, Suite 402  
Baltimore, Maryland 21202;

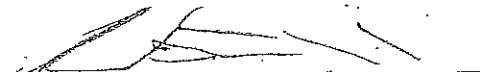
and further,

**RESPONDENTS ARE HEREBY NOTIFIED** that, pursuant to FI § 2-115(b) and RP § 7-319.1, as a result of a hearing, or of Respondents' failure to timely request a hearing in the manner described above, the Commissioner may, in the Commissioner's discretion, and in addition to taking any other action authorized by law, take the following actions: enter an order making this Summary Order final; issue a penalty order against Respondents imposing a civil penalty up to \$1,000 for each violation of the MCSBA, up to \$1,000 for each violation of the FI § 2-114, and up to \$1,000 for each additional violation cited above; issue a penalty order against Respondents imposing a civil penalty up to \$5,000 for each subsequent violation of these laws; or may take any combination of the aforementioned actions against Respondents. The Commissioner may also enter a final order declaring, pursuant to CL §§ 14-1902 and 14-1907, that all loan modification services agreements made by Respondents with Maryland consumers are void and unenforceable, and that Respondents must refund to Maryland consumers all money and other valuable consideration that consumers paid to Respondents, and, if applicable, to their partners, employees, and/or agents, that is in any way related to these agreements. In addition, pursuant to CL § 14-1912, as a result of Respondents' failure to comply with requirements imposed under the MCSBA, the Commissioner may also enter an order requiring Respondents to

pay consumers a monetary award equal to any actual damages sustained by the consumers as a result of that failure, and, in instances of willful noncompliance under the MCSBA, an additional monetary award equal to 3 times the total amount collected from the consumers.

**MARYLAND COMMISSIONER OF  
FINANCIAL REGULATION**

10/28/2014  
Date

  
By: Keisha Whitehall Wolfe  
Acting Deputy Commissioner