

**IN THE MATTER OF:  
CONSUMER ATTORNEY SERVICES, P.A.,**

**McCANN LAW GROUP, LLP, d/b/a  
CONSUMER ATTORNEY SERVICES,**

**BRENDA L. McCANN and  
ERIC J. BENZER.**

**Respondents.**

**BEFORE THE MARYLAND  
COMMISSIONER OF  
FINANCIAL REGULATION**

**Case No. CFR-FY2013-077**

---

**FINAL ORDER TO CEASE AND DESIST**

Pursuant to Md. Code Ann., Fin. Inst. Art., § 2-115, and for the reasons stated below, Gordon M. Cooley, the Commissioner of Financial Regulation of the Department of Labor, Licensing and Regulation of the State of Maryland, issues this Final Order to Cease and Desist to Consumer Attorneys Services, P.A., McCann Law Group, LLP, d/b/a Consumer Attorney Services, Brenda L. McCann, and Eric J. Benzer for violations of the Maryland Credit Services Business Act and the Protection of Homeowners in Foreclosure Act.

The Summary Order to Cease and Desist (“Summary Order”) issued on April 17, 2015 is herein adopted and incorporated by reference.

**Background**

1. As described more fully in the Summary Order, the Acting Deputy Commissioner of the Maryland Department of Labor, Licensing and Regulation, Office of the Commissioner of Financial Regulation (the “Agency”), undertook an investigation, as a result of consumer complaints, into the credit services business activities of Consumer Attorneys Services, P.A., McCann Law Group, LLP, d/b/a Consumer Attorney Services, Brenda L. McCann, and Eric J. Benzer (collectively “Respondents”).

2. The Deputy Commissioner's investigation determined that Respondent Consumer Attorney Services, P.A. ("Consumer Attorney Services") was a law firm operating out of offices located in Jacksonville, Florida. Further, the Deputy Commissioner's investigation revealed that Consumer Attorney Services engaged in business activities with Maryland consumers involving Maryland residential real property, although it was not a registered business entity in the State of Maryland when the Summary Order was issued.

3. The Deputy Commissioner's investigation determined that Respondent The McCann Law Group, LLP d/b/a Consumer Attorney Services (the "McCann Law Group") was a law firm operating out of offices located in Jacksonville, Florida. Further, the Deputy Commissioner's investigation revealed that the McCann Law Group engaged in business activities with Maryland consumers involving Maryland residential real property, although it was not a registered business entity in the State of Maryland when the Summary Order was issued.<sup>1</sup>

4. The Deputy Commissioner's investigation determined that Respondent Brenda L. McCann is an attorney barred in Florida, Alabama, and Tennessee, who engaged in business activities involving Maryland consumers. Brenda L. McCann is not licensed to practice law in Maryland. Brenda L. McCann is the owner, director, officer, manager, employee and/or agent of Consumer Attorney Services and the McCann Law Group.

---

<sup>1</sup> The records of the Maryland State Department of Assessments and Taxation (SDAT) show that McCann Law Group, LLP (E15357122) was incorporated in Florida, registered with SDAT on July 1, 2013, but that its registration was forfeited on November 18, 2014. Its principal office was listed as 7960 Bay Meadows Way, Suite 2000, Jacksonville, FL 32256 and its resident agent was listed as Eric J. Benzer, Esq., whose address was listed as 2833 Smith Avenue, Suite 123, Baltimore, MD 21209. The records of SDAT further show that the trade name Consumer Attorney Services (T00369838) was registered by The McCann Law Group, LLP (address: 7960 Bay Meadows Way, Suite 2000, Jacksonville, FL 32256) on August 13, 2013, but that registration was cancelled on September 10, 2013. The address of Consumer Attorney Services was listed as 2833 Smith Avenue, Suite 123, Baltimore, MD 21209.

5. The Deputy Commissioner's investigation determined that Respondent Eric J. Benzer is a Maryland resident and a Maryland-barred attorney who engaged in business activities involving Maryland consumers. His address is Benzer Legal Group, LLC, 2833 Smith Avenue, Suite 123, Baltimore, MD 21209. During the periods relevant to this Order, Eric J. Benzer was an employee and/or agent of Consumer Attorney Services and the McCann Law Group.

6. In response to a complaint received on or about September 15, 2012, the Deputy Commissioner's investigation revealed that, on or about February 13, 2012, [REDACTED] [REDACTED] (collectively, "Consumers A") entered into a loan modification agreement with Respondents. Consumers A contacted Respondents by telephone in January 2012 after seeing Respondents' television advertisement, and expressed their interest in hiring Respondents to help them modify their residential mortgage. Respondents represented to Consumers A that Respondents could help them obtain a loan modification. Respondents also led Consumers A to believe that their loan modification would be handled by attorneys. The contract signed by Consumers A is titled "Foreclosure Defense Agreement," and calls for an initial non-refundable "retainer" payment of \$550.00 and thereafter a recurring charge of \$475.00 on the 15th of each month until a modification is obtained or the consumers cancel the contract. All payments under the contract were initially processed through Noteworld and later through Meracord. Consumers A made 2 initial payments totaling \$562.50 on February 27, 2012. Thereafter, Consumers A made recurring monthly payments for a period of five (5) months. The total amount Consumers A paid to Respondents was \$3,075.00. Although Respondents collected \$3,075.00 in upfront fees, Respondents never obtained a loan modification for Consumers A.

7. In response to a complaint received on or about June 2, 2014, the Deputy Commissioner's investigation further revealed that, on or about April 26, 2012, [REDACTED]

██████████ (collectively, "Consumers B"), who were more than sixty (60) days in default on their residential mortgage, entered into a loan modification agreement with Respondents. Consumers B contacted Respondents by telephone in April 2012, after seeing Respondents' television advertisement, and expressed their interest in hiring Respondents to help them modify their residential mortgage. Respondents represented to Consumers B that Respondents could help them obtain a loan modification. Respondents also led Consumers B to believe that their loan modification would be handled by attorneys. The contract signed by Consumers B is titled "Foreclosure Defense Agreement," and calls for an initial non-refundable "retainer" payment of \$1,012.50 and thereafter a recurring charge of \$587.50 on the 27th of each month until a modification is obtained or the consumers cancel the contract. The contract is also signed by Respondent Eric J, Benzer. All payments under the contract were initially processed through Meracord and later through Global Client Solutions. Consumers B made an initial payment of \$1,000.00 on May 7, 2012. Thereafter, Consumers B made recurring monthly payments for a period of eleven (11) months. This included ten (10) payments of \$587.50, one (1) payment of \$1,735.75, and one (1) payment of 585.75. The total amount Consumers B paid to Respondents was \$8,610.75. Although Respondents collected \$8,610.75 in upfront fees, Respondents never obtained a loan modification for Consumers B.

8. In response to a complaint received on or about August 27, 2013, the Deputy Commissioner's investigation further revealed that, on or about August 3, 2012, ██████████ ("Consumer C"), who was more than sixty (60) days in default on her residential mortgage, entered into a loan modification agreement with Respondents. Consumer C contacted Respondents by telephone in August 2012, after receiving a solicitation via the U.S. mail, and expressed her interest in hiring Respondents to help her modify her residential mortgage.

Respondents represented to Consumer C that Respondents could help her obtain a loan modification. Respondents also led Consumer C to believe that her loan modification would be handled by attorneys. The contract signed by Consumer C is titled “Engagement Agreement for Limited Representation,” and calls for an initial non-refundable “retainer” payment of \$1,707.50 and thereafter a recurring charge of \$707.5 on the 25th of each month until a modification is obtained or the consumer cancels the contract. The contract is also signed by Respondent Eric J, Benzer. All payments under the contract were processed through Meracord. Consumer C made recurring monthly payments of \$707.50 for a period of seven (7) months. The total amount Consumer C paid to Respondents was \$4,952.50. Consumer C spoke briefly with Respondent Eric S. Benzer (“Benzer”) by telephone, and Respondent Benzer represented that he would attend a foreclosure mediation conference with her in Hagerstown, Maryland, however Respondent Benzer did not appear at the mediation conference and instead sent someone else in his place. Although Respondents collected \$4,952.50 in upfront fees, Respondents never obtained a loan modification for Consumer C.

9. The Deputy Commissioner’s investigation further revealed that Respondent Benzer worked for Respondents Brenda L. McCann, Consumer Attorney Services, and McCann Law Group during 2012. Although Respondent Benzer’s agreement with the other Respondents called for him to represent Maryland consumers facing foreclosure, he did not handle any of the negotiations with banks and that all work on the Maryland consumer’s cases was done in Jacksonville, Florida. Respondent Benzer did not supervise any of the work being done on the files of Maryland consumers, and did not review the files.

9. As a result of the Agency’s investigation, Acting Deputy Commissioner Keisha Whitehall Wolfe, found reasonable grounds to believe that Respondents violated various

provisions of the Annotated Code of Maryland, including Commercial Law Article (“CL”), Title 14, Subtitle 19, (the Maryland Credit Services Businesses Act, hereinafter “MCSBA”), Financial Institutions Article (“FI”), Title 11, Subtitles 2 and 3, and Real Property Article (“RP”), Title 7, Subtitle 3 (Protection of Homeowners in Foreclosure Act, hereinafter “PHIFA”).

Violations of the Maryland Credit Services Businesses Act

10. 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 the Summary Order have Respondents been licensed by the Commissioner under the MCSBA.

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

12. 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.

13. Respondents made or used false or misleading representations in their sale of services to Maryland consumers, and thus violated CL § 14-1902(4). They represented that they would be able to obtain beneficial loan modifications for Maryland homeowners when in fact Respondents never obtained such beneficial modifications for Maryland consumers.

14. As the agreements between Respondents and the consumers failed to comply with the specific requirements imposed by the MCSBA, 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.

15. 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.

#### Violations of the Homeowners in Foreclosure Act

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

17. The Deputy Commissioner's investigation revealed that Respondents failed to comply with the requirements of PHIFA. First, Respondents violated RP § 7-307(2) by requiring Maryland homeowners to pay up-front fees prior to successfully obtaining a loan modification for the Maryland consumers.

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

19. Respondents violated PHIFA when they breached the duty of reasonable care and diligence required under RP § 7-309(b) and Md. Code Ann., Bus. Occ. and Prof. Art. (“BO&P”) § 17-532(c)(vi), including, but not limited to, the following conduct: Respondents failed to perform those loan modification and foreclosure prevention services for Maryland consumers which they promised to provide and for which they had collected up-front fees.

20. Pursuant to RP § 7-319.1, the Commissioner may enforce the provisions of PHIFA, and applicable regulations, by issuing an order (i) requiring a licensee to cease and desist from any violations of PHIFA and any further similar violations; and (ii) requiring a licensee to take affirmative action to correct the violation, including the restitution of money or property to any person aggrieved by the violation. Additionally, the Commissioner may impose a civil penalty not exceeding \$1,000 for each violation of PHIFA, as well as \$5,000 for each subsequent violation.



The Maryland Mortgage Assistance Relief Services Act Now Applies.

21. The Maryland Mortgage Assistance Relief Services Act (“Maryland MARS Act,” at RP § 7-501 *et seq.*) went into effect on July 1, 2013.<sup>2</sup> 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.”

22. The loan modification activities of Respondents constitute “mortgage assistance relief services” under 12 C.F.R. § 1015.2, and the Respondents satisfy the definition of “mortgage assistance relief service providers” under 12 C.F.R. § 1015.2. As such, pursuant to RP §§ 7-501 and 7-502, 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.

---

<sup>2</sup> At the time of the alleged violations, in April 2009, the Credit Services Business Act applied to mortgage assistance relief services, which includes, *inter alia*, negotiating a modification of any term of a mortgage or loan on a dwelling. Effective July 1, 2013, the definition of “credit services business” under the Credit Services Business Act was amended to exclude “a mortgage assistance relief service provider regulated under Title 7, Subtitle 5 of the Real Property Article.” See 2013 Md. Laws Ch. 247 and CL § 14-1901(e)(3)(x); *see also* Md. Code Ann., Real Prop. Art., § 7-501 *et seq.* (Maryland Mortgage Assistance Relief Services Act). The 2013 amendment further provided: “This Act is not intended, and may not be construed, to have any effect on the authority of the Commissioner of Financial Regulation to regulate mortgage assistance relief service providers under Title 14, Subtitle 19 of the Commercial Law Article, or on any enforcement actions, including litigation, taken under that authority as it existed and based on actions that occurred before the effective date of this Act [July 1, 2013].” 2013 Md. Laws Ch. 247.

### The Summary Order

23. The Acting Deputy Commissioner issued the Summary Order against the Respondents on April 17, 2015, after determining that the Respondents were engaged in credit services business activities, including loan modification services, including mortgage assistance relief services, as defined by Maryland law; that Respondents were in violation of the aforementioned provisions of Maryland law, and that it was in the public interest that Respondents immediately cease and desist from engaging in credit services business activities and/or mortgage assistance relief services with Maryland consumers related to residential real property.

24. The Summary Order notified Respondents of, among other things, the following: 1) Respondents were entitled to hearing before the Commissioner of Financial Regulation to determine whether the Summary Order should be vacated, modified, or entered as a final order of the Commissioner; 2) the Summary Order would be entered as a final order if the Respondents did not request a hearing within 15 days of the receipt of the Summary Order; and 3) as a result of a hearing or of Respondents' failure to request a hearing the Commissioner may, in his discretion and in addition to taking any other action allowed by law, enter an order making the Summary Order final, issue penalty orders against Respondents, and issue orders requiring Respondents to pay refunds and other monetary awards to Maryland consumers, as well as take other action related to Respondents' business activities.

25. The Summary Order was served on Respondents via first class mail and Certified U.S. Mail. Respondents failed to request a hearing in connection with the Summary Order.

NOW, THEREFORE, having determined that Respondents waived their right to a hearing in this matter by failing to request a hearing within the time period specified in the

Summary Order, and pursuant to CL §§ 14-1907, 14-1911, and FI § 2-115, it is by the Maryland Commissioner of Financial Regulation hereby:

ORDERED that the Summary Order is entered as a final order of the Commissioner;

FURTHER ORDERED that the Respondents shall permanently CEASE and DESIST from engaging in any further credit services business activities with Maryland consumers; that Respondents shall permanently CEASE and DESIST from engaging in any further mortgage assistance relief services with Maryland consumers; and that Respondents shall permanently CEASE and DESIST from further violation of the Maryland laws identified herein;

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

FURTHER ORDERED that, pursuant to FI § 2-115(b) and upon consideration of the factors enumerated in FI § 2-115(c), Respondents shall pay to the Commissioner a total civil money penalty in the amount of Twenty-one Thousand Dollars (\$21,000.00). That civil money penalty is calculated as follows:

Prohibited Activity and Violation	Penalty per Violation	Number of Violations	Penalty
Unlicensed Activity in Violation of CL §§14-1902(1) and 14-1903 and FI §§11-302 and 11-303	\$1,000.00	3	\$3,000.00
Violation of CL §14-1902 and RP § 7-307(2) (collecting up-front fees prior to fully and completely performing all services)	\$1,000.00	3	\$3,000.00
Violation of CL §14-1908 and 14-1909 (failing to obtain requisite surety bonds)	\$1,000.00	3	\$3,000.00
Violations of CL §§14-1904 and 14-1905 (failing to provide requisite information statements)	\$1,000.00	3	\$3,000.00
Violation of CL §14-1906 and RP §§ 7-305, and 7-306(a)(6), (b), and (c), and 7-307(10) (failing to include all requisite contractual terms in agreements, including notices of rescission, and thereby inducing homeowner to enter into foreclosure consulting agreements)	\$1,000.00	3	\$3,000.00
Violation of CL §14-1907 (breached contract with consumer by not obtaining loan modification)	\$1,000.00	3	\$3,000.00
Violation of RP § 7-309(b) and BO&P § 17-532(c)(vi) (breach of duty of reasonable care and diligence)	\$1,000.00	3	\$3,000.00
Total		21	\$21,000.00

FURTHER ORDERED that Respondents shall pay the Commissioner, by cashier's check or certified check made payable to the "Commissioner of Financial Regulation," the amount of

Twenty-one Thousand Dollars (\$21,000.00) within twenty (20) days from the date of this Final Order;

FURTHER ORDERED that, because Respondents are in violation of the Maryland Credit Services Business Act, any and all loan modification services agreements made by Respondents with Maryland consumers are void and unenforceable pursuant to CL § 14-1907;

FURTHER ORDERED that, pursuant to FI § 2-115(b), Respondents shall pay Consumers A the monetary award of Three Thousand Seventy-Five Dollars (\$3,075.00); Consumers B the monetary award of Eight Thousand Six Hundred Ten Dollars and Seventy-Five cents (\$8,610.75); Consumer C the monetary award of Four Thousand Nine Hundred and Fifty-two Dollars and Fifty cents (\$4,952.50);

FURTHER ORDERED that Respondents shall be and hereby are jointly and severally liable for the payment of penalties and monetary awards under this Final Order;

FURTHER ORDERED that Respondents shall pay the required monetary awarded to the consumers herein within thirty (30) days of the date of this Final Order. Respondents shall make payment by mailing to the consumer a check in the amount specified above via First Class Mail, postage prepaid, at the most recent address of the consumer known to the Respondents. If mailing is returned as nondeliverable, Respondents shall promptly notify the Commissioner in writing for further instruction as to the means of making said payment. Upon making the required payment, the Respondents shall furnish a copy of the front and back of the cancelled check for the payment to the Commissioner as evidence of having made payment, within sixty (60) days of the date of this Final Order;

FURTHER ORDERED that Respondents shall send all correspondence, notices, civil penalties, and other required submissions to the Commissioner at the following address:

Commissioner of Financial Regulation, 500 N. Calvert Street, Suite 402, Baltimore, MD 21202,  
Attention: Proceedings Administrator;

FURTHERED ORDERED that, notwithstanding the imposition of civil penalties herein,  
the Commissioner reserves the right to refer any and all of these violations to the State's  
Attorney for consideration of criminal prosecution pursuant to CL § 14-1915.

12/15/2016  
Date

Gordon M. Cooley  
Gordon M. Cooley  
Commissioner