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**BEFORE THE DIRECTOR OF THE DEPARTMENT OF FINANCE
OF THE STATE OF IDAHO**

STATE OF IDAHO, DEPARTMENT OF)	
FINANCE, CONSUMER FINANCE)	Docket No. 2012-9-02
BUREAU,)	
)	
Complainant,)	CONSENT ORDER
)	
vs.)	
)	
THE CREDIT PROS INTERNATIONAL)	
CORPORATION, a New Jersey corporation,)	
)	
Respondent.)	
_____)	

The Director of the State of Idaho, Department of Finance (Director) has conducted a review of the credit repair activities conducted in Idaho by THE CREDIT PROS INTERNATIONAL CORPORATION (Respondent) and alleges that Respondent has violated provisions of the Idaho Collection Agency Act, Idaho Code § 26-2221 *et seq.* (the Act). The Director and Respondent have agreed to resolve this matter through this Consent Order rather than through a formal administrative proceeding or civil action. Therefore, the Director deems it appropriate and in the public interest that this Consent Order be entered. Respondent voluntarily consents to the entry of this Consent Order without finding of liability.

RESPONDENT

1. Respondent was formed as a New Jersey corporation on February 10, 2009. Respondent provides credit repair services to consumers from 60 Park Place, Suite 200, Newark, New Jersey 07102. Jason M. Kaplan is Respondent's president.

2. Mr. Kaplan has been registered with the New Jersey's Lawyers' Fund for Client Protection since February 9, 2001.

3. Respondent has never held a license to conduct a credit repair business in Idaho under the Act.

FACTS

4. On October 11, 2011 the State of Idaho, Department of Finance, Consumer Finance Bureau (Department) received an inquiry from a collection agency regarding Respondent's licensing status. At that time, the Department was provided copies of correspondence received by the collection agency from Respondent. Such correspondence requested information relating to that debtor's obligation for which the collection agency was reporting to credit reporting bureaus.

5. After receiving the inquiry about Respondent's licensing status, a Department staff member noted that Respondent failed to hold a license under the Act, and opened an investigation into Respondent's possible unlicensed credit repair activities.

6. On October 11, 2011, the Department sent a letter to Respondent advising it of the licensing requirement of the Act and the sanctions for failing to comply with such requirement. The letter further requested that Respondent provide information concerning its credit repair activities in Idaho. The Respondent complied with the Department's request.

7. On October 28, 2011, the Department received a letter from Respondent indicating that it wished to obtain a license under the Act and that it had attempted to communicate with the Department in that regard. Respondent also provided the Department with information relating to its credit repair activity in Idaho.

8. On or about December 2, 2011, the Department received a second inquiry from an Idaho attorney regarding Respondent's credit repair activities. At that time, the Department was provided copies of correspondence received by the attorney from Respondent. Such correspondence is similar to the correspondence received by the collection agency, as referenced in paragraph 4 above.

9. Based on information provided to the Department regarding Respondent, the Department concludes as follows:

a. That Respondent has provided credit repair services to at least seven (7) Idaho residents from at least March 2011 to December 2011.

b. That Respondent has collected at least three thousand one hundred fifty-three dollars (\$3,153) in fees from such Idaho residents.

c. The fees charged by Respondent for its credit repair services to Idaho consumers included:

1) A required consultation and set up fee of ninety-nine dollars (\$99) for an individual or one hundred fifty dollars (\$150) for a couple; and

2) A fifty dollar (\$50) fee per deleted item, per credit reporting agency.

d. That the fee charged for credit repair is charged only after the services are completed.

10. Respondent asserts that it does not conduct business as a law firm and that its services are not attorney services.

11. Respondent asserts that it does not presently accept any new Idaho residents for credit repair services.

FINDINGS OF VIOLATION

COUNT ONE: UNLICENSED CREDIT REPAIR ACTIVITY

12. The allegations set forth in paragraphs 1 through 11 above are fully incorporated herein by this reference.

13. Idaho Code § 26-2222(5) defines “credit repair organization” as any person engaged in any of the activities enumerated in Idaho Code § 26-2223(8).

14. Idaho Code § 26-2223(8), provides as follows, in pertinent part:

26-2223. Collection agency, debt counselor, credit counselor, or credit repair organization – License required. -- No person shall without complying with the terms of this act and obtaining a license from the director:

...

(8) Engage or offer to engage in this state in the business of selling, providing or performing services to improve any consumer’s credit record, credit history or credit rating, or providing advice or assistance to any consumer with regard to his credit record, credit history or credit rating.

15. Respondent’s acts of engaging in credit repair activity Idaho, as referenced above, while Respondent failed to maintain the license required by the Act, constitute violations of Idaho Code § 26-2223(8). Each act of engaging in credit repair activity while not licensed constitutes a separate violation.

16. Respondent does not agree that it has violated the above statutory provisions.

REMEDIES

17. Respondent neither admits nor denies the allegations contained in this Consent Order.

18. Respondent agrees to refund the seven (7) Idaho consumers who used Respondent's services the sum of three thousand one hundred fifty-three dollars (\$3,153), constituting fees it collected from such consumers, as referenced in paragraph 9.b above. Such refunds shall be paid in full by no later than April 2, 2012. Respondent agrees to prepare a letter addressed to such Idaho clients which shall accompany Respondent's refunds to such clients. The form and content of such letter shall be submitted to and approved by the Department prior to its mailing. Respondent shall also provide to the Department by no later than May 7, 2012 an accounting of all refunds referenced in this paragraph that have been made to its Idaho clients.

19. Respondent agrees that by no later than April 2, 2012, it shall provide written notice to all of its Idaho credit repair clients that, *effective immediately*, it is no longer offering or engaging in credit repair services to its Idaho clients, and, as such, such clients should close any accounts they maintained in connection with Respondent's credit repair services. Respondent agrees that such written notice shall list the Department as being copied thereon, and Respondent shall provide copies to the Department of all such letters sent. The content of such written notice must be approved by the Department prior to being delivered by Respondent. Respondent also agrees to provide any advice or assistance to aid its Idaho clients in closing accounts maintained in connection with the Respondent's credit repair services. In the alternative, Respondent may get licensed, and once licensed, Respondent may continue to service such accounts but the obligation to refund such fees that were collected without license shall not change. If Respondent elects, in the future, to apply for a license from the Department under the Act, the Department may assess a penalty prior to granting the license at the Department's sole discretion.

20. Immediately upon the full and timely completion of all requirements set forth in paragraph 19 above, Respondent agrees to *cease and desist* from all credit repair activities in Idaho; shall close all accounts associated with Idaho consumers related to such activities, and shall affirmatively and conspicuously disclose in all of its advertising and promotion of its credit repair services that such services are not available in Idaho.

21. Upon the execution of this Consent Order, Respondent agrees to pay to the Department by no later than March 31, 2012 the sum of one thousand dollars (\$1,000), which amount consists of the investigative expenses and attorney fees incurred by the Department in pursuing this matter.

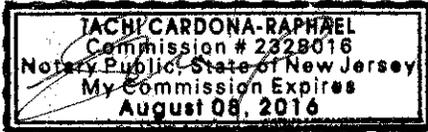
22. Respondent agrees that until it is issued a license under the Act, it will not engage in any activity in Idaho for which a license is required under the Act.

23. Respondent agrees that the findings of fact and violations contained herein may be used in any subsequent proceeding resulting from any breach of the terms of this Consent Order or future violations of the Act, rules promulgated thereunder, or relevant federal laws and rules by Respondent.

24. The Department agrees not to seek further penalties or fees for the violations identified in this Consent Order, other than as set forth above, so long as Respondent fully and timely complies with the terms of this Consent Order, except that, if the Department later determines that the information provided by Respondent regarding the number of Idaho consumers as to whom it engaged in credit repair activities, and/or the fees and compensation it has received from such clients while it was unlicensed under the Act, is/are inaccurate, the Department may seek further sanctions against Respondent, to include penalties and further client restitution.

25. Respondent acknowledges and understands that this Consent Order is an administrative action that must be disclosed to the Department on future licensing and renewal forms. The disclosure requirements of other states may also require disclosure of the same.

DATED this 27 day of March, 2012.



THE CREDIT PROS INTERNATIONAL CORPORATION

By: JASON KAPUN 
Title: PRESIDENT

DATED this 30th day of March, 2012.

STATE OF IDAHO
DEPARTMENT OF FINANCE


Michael Larsen on behalf of M.C.
MICHAEL LARSEN
Consumer Finance Bureau Chief

IT IS SO ORDERED.

DATED this 30th day of March, 2012.



STATE OF IDAHO
DEPARTMENT OF FINANCE


Gavin M. GEE
GAVIN M. GEE, Director

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 30 day of MARCH, 2012, I caused a true and correct copy of the foregoing fully-executed CONSENT ORDER to be served on the following by the designated means:

Robby H. Birnbaum
GREENSPOON MARDER, P.A.
Trade Centre South, Suite 700
100 W. Cypress Creek Road
Fort Lauderdale, FL 33309-2140

- U.S. mail, postage prepaid
 Certified mail
 Facsimile:
 Email: robby.birnbaum@gnlaw.com



Paralegal