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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  
BUREAU,

Complainant,

vs.

BERMAN & RABIN, P.A.,

Respondent.

Docket No. 2018-9-01

**AGREEMENT**

The Director of the State of Idaho, Department of Finance (Director) has conducted a review of the collection activities conducted in Idaho by BERMAN & RABIN, P.A. (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 amicably resolve this matter through this Agreement. Therefore, the Director deems it appropriate and in the public interest that this Agreement be entered. Respondent voluntarily consents to the entry of this Agreement.

## RECITALS

1. Formed as a Kansas professional association and incorporated on September 1, 1983, Respondent conducts business as a third party collection agency from 310 Billingsly Court, Franklin, Tennessee 37067.

2. According to filings with the Idaho Secretary of State, Daniel Rabin is Respondent's president.

3. Respondent held a collection agency license under the Act from March 2, 2011, until March 15, 2017, when it expired by operation of law due to a failure in timely submitting license renewal forms as required annually.

4. On June 16, 2017, the Department received a complaint from Idaho resident N.R. regarding Respondent's unlicensed collection activity in Idaho.

5. In his complaint to the Department, N.R. indicated that on or around April 8, 2017, he received a 30-day collection notice from Respondent and that on May 1, 2017, he sent a letter to Respondent requesting verification of the debt Respondent claimed N.R. owed.

6. N.R. also stated that on May 31, 2017, he received a telephone collection call from Respondent and on June 5, 2017, he received a second collection letter from Respondent.

7. N.R. indicated that he never received a response to his request for verification of the debt from Respondent.

8. After receiving N.R.'s complaint, a Department staff member confirmed that Respondent failed to hold a current license under the Act and opened an investigation into Respondent's possible unlicensed collection activity in Idaho.

9. On June 26, 2017, 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. It also required Respondent to cease all collection activity in Idaho until it became licensed to do so.

The letter further requested that Respondent provide information concerning all of its collection activities in Idaho, including all documents relating to its collection activity against N.R. The letter required Respondent to respond by July 14, 2017. The Respondent failed to respond by this date.

10. On July 26, 2017, a second letter, requesting the same information referenced in the previous paragraph, was sent by the Department to Respondent with a required response date of August 11, 2017. Again, Respondent failed to respond to the Department's request.

11. On March 15, 2018, the Department received a collection agency license application from Respondent.

12. As part of the review process of Respondent's license application, the Department requested that Respondent provide a pipeline report containing all of the information regarding its collection activities in Idaho for the period that it was not licensed by the Department. Respondent provided only a partial Idaho client listing to the Department, which did not include the collection activity conducted against N.R..

13. Based on the complaint submitted by N.R. to the Department, Respondent has engaged in at least one debt collection activity in Idaho and is not licensed, in violation of the Act.

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

**26-2223. Collection agency, debt counselor, or credit counselor permits.**

– No person shall without complying with the terms of this act and obtaining a license from the director:

(1) Operate as a collection agency, debt counselor, credit counselor, or credit repair organization in this state.

(2) Engage, either directly or indirectly, in this state in the business of collecting or receiving payment for others of any account, bill, claim or other indebtedness.

...

(6) Engage or offer to engage in this state, directly, or indirectly in the business of collecting any form of indebtedness for that person's own account if the indebtedness was acquired from another person and if the indebtedness was either delinquent or in default at the time it was acquired.

...

15. "Collection agency" means a person who engages in any of the activities enumerated in subsections (1), (2), or (6) of Idaho Code § 26-2223, which are set forth in the previous paragraph.

16. Respondent's acts of engaging in collection activities in Idaho without a license, as referenced above, constitute violations of Idaho Code § 26-2223(1), (2), and (6) as set forth in paragraphs 15 and 16 above. Each act of collecting constitutes a separate violation.

17. Based on the foregoing, the Director of the Department deems it in the public interest to execute this Memorandum of Undertaking.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

18. Respondent admits to violations of Idaho Code § 26-2223(1), (2) and (6), by engaging in collection activity in Idaho while not licensed under the Act, as referenced above.

19. Respondent agrees to immediately cease and desist from engaging in any activity in Idaho for which a license is required under the Act until it obtains a license to do so. This includes, but is not limited to, collecting or receiving payment for others of any account, bill, claim or other indebtedness; making telephone calls related to collection activities, including automated calls; and mailing, faxing, e-mailing, or otherwise delivering communications to Idaho residents in connection with collection activities.

20. Respondent agrees to pay to the Department the sum of one thousand dollars (\$1,000) as an administrative penalty in settlement of the violations contained herein, and an additional amount of five hundred dollars (\$500) constituting investigative expenses and attorney fees incurred by the Department in pursuing this matter, for a total payment to the Department of one thousand five hundred dollars (\$1,500), by no later than October 25, 2018.

21. When Respondent has executed this Memorandum of Undertaking and timely paid to the Department the one thousand five hundred dollars (\$1,500) payment referenced in paragraph

21 above, the Department agrees to accept and consider a license application submitted by Respondent. Further, the Department agrees that it will not consider this Memorandum of Undertaking as the basis for denial of Respondent's license application.

22. Respondent agrees to comply with all provisions of the Idaho Collection Agency Act, rules promulgated thereunder, and relevant federal law and regulations at all times in the future.

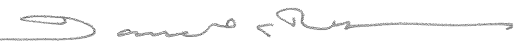
23. The Department agrees not to seek further penalties or fees from Respondent for the violations addressed in this Memorandum of Undertaking, other than as set forth in paragraph 21 above, if Respondent timely and fully complies with all provisions of this Memorandum of Undertaking.

24. Respondent acknowledges and understands that this Memorandum of Undertaking 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.

25. Respondent acknowledges and understands that should the Department learn of additional violations by Respondent of the Act, rules promulgated under the Act, or applicable federal laws and regulations relating to Respondent's collection activities in Idaho, the Department may pursue further legal action and seek additional remedies.

DATED this 7<sup>th</sup> day of NOVEMBER, 2018.

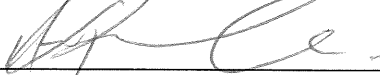
BERMIN & RABIN, P.A.

By: 

Title: President

DATED this 9 day of November, 2018.

STATE OF IDAHO  
DEPARTMENT OF FINANCE



ANTHONY POLODORI  
Consumer Finance Bureau Chief

**IT IS SO ORDERED.**

DATED this 19<sup>th</sup> day of NOVEMBER, 2018.

STATE OF IDAHO  
DEPARTMENT OF FINANCE



GAVIN GEE, Director

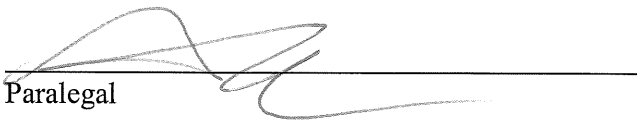


**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 20<sup>th</sup> day of November, 2018, I caused a true and correct copy of the foregoing fully-executed AGREEMENT to be served on the following by the designated means:

Daniel Rabin, President  
Bermin & Rabin, P.A.  
PO Box 24327  
Overland Park, KS 66223-4327

- U.S. mail, postage prepaid
- Certified mail
- Facsimile:
- Email: ~~info@berminrabin.com~~ *btutnick@berminrabin.com*

  
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Paralegal