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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.

THE CREDIT PROS INTERNATIONAL
CORPORATION, a New Jersey corporation,

Respondent.

Docket No. 2016-9-05

CONSENT ORDER

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 amicably 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. The Respondent previously held Idaho Collection Agency License No. CCA-9046 from October 23, 2014 until March 15, 2015, at which time the license was automatically terminated for failure to renew. Respondent submitted an application for licensure to the Idaho Department of Finance (Department) on December 2, 2016, which is currently pending.

3. On March 30, 2012, Respondent entered into a consent order with the Department, addressing the unlicensed credit repair services Respondent provided to at least seven (7) Idaho residents from at least March 2011 through December 2011.

4. In the 2012 Consent Order, Respondent agreed to refund the sum of \$3,153 constituting fees it had collected from the seven Idaho consumers who used Respondent's services. Each refund was required to be accompanied by a letter from Respondent, the purpose of which was to notify all of Respondent's Idaho credit repair clients that it was no longer offering or engaging in credit repair services to its Idaho clients, and, as such, those clients should close any accounts they maintained in connection with Respondent's credit repair services.

5. Respondent also agreed, pursuant to the 2012 Consent Order, to cease and desist from all credit repair activities in Idaho unless it became licensed to do so; close all accounts associated with Idaho consumers related to such activities; and affirmatively and conspicuously disclose in all of its advertising and promotion of its credit repair services that such services were not available in Idaho.

6. Respondent also consented to pay to the Department by the sum of one thousand dollars (\$1,000), which amount consisted of the investigative expenses and attorney fees incurred by the Department in pursuing that matter. Respondent further agreed that until it was issued a license under the Act, it would not engage in any activity in Idaho for which a license was required under the Act.

FACTS

7. Respondent neither admits nor denies the allegations set forth herein.

8. On August 4, 2016 the Department received a complaint from an Idaho resident regarding Respondent's unlicensed credit repair activity in Idaho. At that time, the Department was provided copies of correspondence received by the Idaho resident from Respondent regarding a collection account that Respondent was attempting to validate for one of its Idaho clients.

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

10. On August 22, 2016, 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 credit repair activity in Idaho. The letter further requested that Respondent provide information concerning its credit repair activities in Idaho.

11. On September 19, 2016, the Department received a letter from Respondent's attorney indicating that Respondent had renewed its Idaho bond, which the Department does not dispute, but had apparently failed to also fully renew its license. Respondent also provided the Department with information relating to its credit repair activity in Idaho.

12. 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 four (4) Idaho residents since its license was terminated on March 15, 2015.

b. That Respondent has collected at least one thousand three hundred forty-eight dollars and ninety cents (\$1,348.90) in fees from such Idaho residents to conduct credit repair services on their behalf.

ALLEGED VIOLATIONS

UNLICENSED CREDIT REPAIR ACTIVITY

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

14. 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).

15. 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.

16. Respondent’s alleged 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.

REMEDIES

1. Respondent agrees to refund the four (4) Idaho consumers who used Respondent's services the sum of one thousand three hundred forty-eight dollars and ninety cents (\$1,348.90), constituting fees it collected from such consumers, as referenced in paragraph 12.a above. Such refunds shall be paid in full by no later than February 28, 2017. 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 March 7, 2017, an accounting of all refunds referenced in this paragraph that have been made to its Idaho clients.

2. Upon the execution of this Consent Order, Respondent agrees to pay to the Department by no later than January 20, 2017 the sum of two thousand five hundred five thousand dollars (\$2,500) as an administrative penalty in settlement of the violations referenced herein, pursuant to Idaho Code § 26-2244(a).

3. 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.

4. Respondent agrees that the findings of fact and allegations 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. In the event of a breach of this Consent Order or any future violation of the Act, the allegations herein shall be considered findings of fact and shall not be disputed by the Respondent.


5. The Department agrees not to seek further penalties or fees related to the allegations described 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 client restitution.

6. 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 24 day of FEBRUARY, 2017.

THE CREDIT PROS INTERNATIONAL
CORPORATION

By: 

Title: JASON KAPLAN PRESIDENT

DATED this 3rd day of MARCH, 2017.

STATE OF IDAHO
DEPARTMENT OF FINANCE

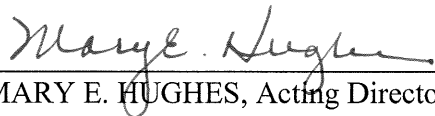


MICHAEL LARSEN
Consumer Finance Bureau Chief

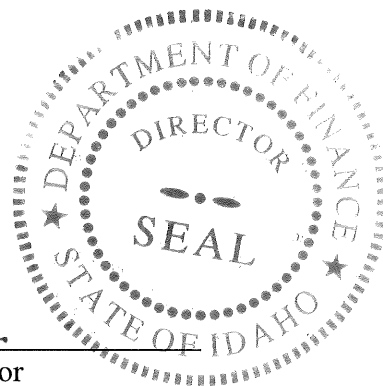
IT IS SO ORDERED.

DATED this 4th day of MARCH, 2017.

STATE OF IDAHO
DEPARTMENT OF FINANCE



MARY E. HUGHES, Acting Director




CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 7th day of March, 2017, 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, Esq.
Greenspoon Marder, P.A.
100 West Cypress Creek Road
Suite 700
Fort Lauderdale, FL 33309

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



Paralegal