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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.

TRINITY ENTERPRISES, LLC, also doing
business as TRINITY ENTERPRISES
PARTNERS LLC, Florida limited liability
company,

Respondent.

Docket No. 2012-9-03

ORDER TO CEASE AND DESIST

The State of Idaho, Department of Finance (Department), pursuant to the Idaho Collection Agency Act, Idaho Code § 26-2221 *et seq.* (the Act), hereby alleges the following facts that constitute a basis for the issuance of an order pursuant to § 26-2244(1) of the Act, requiring TRINITY ENTERPRISES, LLC, also doing business as TRINITY ENTERPRISES PARTNERS LLC (collectively referred to herein as “Respondent”), to immediately cease and desist from violating the Act.

RESPONDENT

1. Respondent TRINITY ENTERPRISES, LLC (Trinity) is a Florida limited liability company formed on December 20, 2005. From information filed with the Florida Secretary of State, Trinity lists its principal address as 4015 Iron Bridge Road, Oviedo, Florida. Kirk S. Kempnich is Trinity's managing member and Tina Maki is Trinity's president. In addition to its filings with the Florida Secretary of State, Trinity lists its address as 2431 Aloma Avenue, Suite 201, Winter Park, Florida on its website, correspondence, and contracts.

2. Respondent TRINITY ENTERPRISES PARTNERS LLC (Partners) is a Florida limited liability company formed on May 11, 2007. From information filed with the Florida Secretary of State, Partners lists its principal address as 2431 Aloma Avenue, Suite 201, Winter Park, Florida. Cheryl L. Hinnant and Daniel K. Mitchell, Jr. are Partners' managers.

3. In marketing materials, Trinity claims that it services 49 states from three locations: Orlando, St. Louis, and Detroit. Trinity represents that it "provides credit restoration solutions to assist consumers in removing incorrect information from their credit report." Further, Trinity asks consumers to "join millions of people who are repositioning themselves to enjoy financial freedom [and to] repair [their] credit today."

4. Both of the company names, "Trinity Enterprises Partners LLC" and "Trinity Enterprises, LLC," appear in materials sent to consumers. Since, in many cases, the names are used interchangeably, unless otherwise stated, "Respondent" shall be used to refer to actions undertaken by either Trinity Enterprises, LLC or Trinity Enterprises Partners LLC.

FINDINGS OF FACT

5. On or about November 15, 2007 and November 26, 2007, a Department employee received unsolicited email correspondences from representatives of Respondent. Both of the

correspondences received by the Department employee sought to “partner” with customers to repair their credit.

6. After the Department employee received the solicitation, it was noted that Respondent failed to hold a license under the Act authorizing it to engage in a credit repair business in Idaho.

7. On December 4, 2007, the Department sent a letter to Trinity concerning the unsolicited email, and Trinity’s apparent unlicensed credit repair activity in Idaho. In that letter, the Department requested that Trinity provide information necessary for the Department to determine the extent of Trinity’s unlicensed debt and credit counseling activity in Idaho and the amount of moneys it had received from Idaho residents. That letter also advised Trinity of the permit (license) requirement for engaging in activities regulated under the Act in Idaho, and also informed Respondent of the possible sanctions under the Act for unlicensed activity. Further, the letter informed Respondent of the process for obtaining a permit (license) under the Act.

8. On January 8, 2008, Partners responded to the Department’s December 4, 2007 letter. At that time, Partners asserted that it did not currently have any clients residing in the state of Idaho and that it only targets “email blasts” to Florida residents. Partners further indicated that if it decided in the future to target and do business with Idaho consumers, it would become properly licensed with the Department.

9. On April 3, 2012, Department employees received unsolicited email correspondences with a subject line titled, “Credit Repair Guaranteed,” from James Palmer, a representative of Trinity. Such correspondence was seeking to “partner with you and your team” to “assist serious borrowers/new home buyers with obtaining the credit rating they need to secure their loan.”

10. After receipt of the unsolicited emails referenced in paragraph 9 above, the Department commenced an undercover investigation concerning Respondent's credit repair activities in Idaho, which revealed that Respondent was attempting to do business with Idaho consumers. Information obtained during the investigation included examples of clients who contracted with Respondent for its credit repair services who had success using Respondent's services; a consumer application; checklist for getting started; signature card; and an automatic payment authorization form. A representative of Respondent told the undercover investigator in a phone call that Respondent did offer credit repair services to Idaho residents. In addition, Respondent stated in an email dated April 10, 2012 to the undercover investigator regarding the fees charged to clients that "we generally have our clients pay half up front and half one month after. We can work with them as far as payments but generally most pay all up front because of our money back guarantee."

11. On April 11, 2012, a Department investigator sent a letter to Trinity concerning the unsolicited emails, and Trinity's apparent unlicensed credit repair activity in Idaho. In that letter, the Department requested that Trinity provide information necessary for the Department to determine the extent of Trinity's unlicensed debt and credit counseling or credit repair activities in Idaho and copies of all advertisements sent to consumers through email or otherwise. Further, that letter advised Trinity of the license requirement for engaging in activities regulated under the Act in Idaho, and also informed Trinity of the possible sanctions under the Act for unlicensed activity. In addition, the letter informed Trinity of the process for obtaining a license under the Act.

12. On May 8, 2012, Respondent responded to the Department's April 11, 2012 letter. In that letter, Respondent asserted that it does not currently have a business location in Idaho,

and that it has not served any Idaho consumers nor has it maintained direct marketing materials for Idaho residents. Further, Respondent asserted that its primary target market is Florida, and that its main mode of advertising is “email blasts.” According to Respondent, email addresses are purchased from a third-party provider, which are not coded with a consumer’s state of residence. Respondent also provided the Department with a copy of a brochure it provides to clients, welcome information, and “educational collateral” distributed to clients during the credit restoration process.

13. Based on information provided to the Department by Respondent in connection with the Departments’ investigation of Respondent’s unlicensed credit repair activity in Idaho, the Department concludes as follows:

- a. Respondent has at least solicited its credit repair services to at least three (3) Idaho residents from at least November 2007 through April 2012.
- b. Respondent collects an upfront fee for its credit repair services.
- c. Respondent solicit clients through “email blasts” that may be received by Idaho consumers.

CONCLUSIONS OF LAW AND VIOLATIONS

COUNTS ONE THROUGH THREE: UNLICENSED CREDIT REPAIR ACTIVITY IN IDAHO

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

15. From 2002 until it was amended in 2008, Idaho Code § 26-2223 provided 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 permit from the director:

...

(8) Engage or offer to engage in the business of credit repair which includes obtaining, for others, improvements in credit records, extensions of credit for clients, or causing the removal of documents from the credit records of a client maintained by a credit reporting agency.

16. Beginning on July 1, 2008, Idaho Code § 26-2223 provided 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:

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

...

(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.

17. A "credit repair organization" is defined in Idaho Code § 26-2222(5) as the activities enumerated in Idaho Code § 26-2223(8).

18. Respondent's acts of engaging in credit repair activities in Idaho without a license, as referenced above, constitute violations of Idaho Code § 26-2223(1) and -(8) as set forth in paragraph 16 above. Each contact of Idaho residents by Respondent for the purposes of credit repair constitutes a separate violation.

COUNT FOUR: CHARGING FOR SERVICES BEFORE SUCH SERVICES ARE FULLY PERFORMED

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

20. Idaho Code § 26-2229A(8) provides as follows, in pertinent part:

26-2229A. Requirement of fair, open and honest dealing -- Prohibited practices.

...

(8) No credit repair organization licensed, or required to be licensed under this act, shall charge or receive money or other valuable consideration for the performance of any service which the credit repair organization has agreed to perform for any consumer before such service is fully performed.

21. Respondent's acts of requiring its clients to pay fees for credit repair services that are not fully performed, as referenced in paragraph 10 above, constitute violations of Idaho Code § 26-2229A(8). Each separate act of collecting fees for credit repair services not fully performed constitutes a separate violation.

REQUESTED RELIEF

22. Idaho Code § 26-2244(1) provides that whenever it appears to the Director that it is in the public interest, he may order any person to cease and desist from acts, practices, or omissions which constitute a violation of the Act.

ORDER

The Director, having reviewed the foregoing, good cause being shown, and the public interest being served thereby,

NOW, THEREFORE, the Director HEREBY FINDS that Respondent has violated the Idaho Collection Agency Act as set forth above.

Pursuant to Idaho Code § 26-2244(1), IT IS HEREBY ORDERED that Respondent and its agents and employees immediately CEASE AND DESIST from acts, practices, or omissions which constitute a violation of the Act, including specifically from engaging in collection activity in Idaho without the license required by the Act.

This ORDER TO CEASE AND DESIST is effective upon issuance.

IT IS SO ORDERED.

DATED this 20th day of August, 2012.



STATE OF IDAHO
DEPARTMENT OF FINANCE

Michael Larsen
GAVIN M. GEE, Director

NOTICE

Respondent is HEREBY NOTIFIED that this ORDER TO CEASE AND DESIST is a final order of the Director.

Respondent may file a motion for reconsideration or request for hearing concerning this final order within fourteen (14) days of the service date of this order. Any such motion for reconsideration or request for hearing must be in writing, addressed to:

Michael Larsen
Consumer Finance Bureau Chief
Idaho Department of Finance
P.O. Box 83720
Boise, Idaho 83720-0031

A copy of such motion for reconsideration or request for a hearing shall also be served on the Department's counsel, Brian D. Nicholas, Deputy Attorney General, at the same address.

The Department will dispose of a motion for reconsideration within twenty-one (21) days of the receipt of a motion for reconsideration, or the motion will be considered denied by operation of law. Idaho Code § 67-5246(4); Idaho Rules of Administrative Procedure of the Attorney General (IRAP) at IDAPA 4.11.01.740.02.a. Should Respondent make a timely request for a hearing, the Department shall schedule a hearing within the twenty-one (21) day time period.

Pursuant to Idaho Code §§ 67-5270 and 67-5272, any party aggrieved by this final order may appeal to the district court by filing a petition in the district court of the county in which:

- i. A hearing was held;
- ii. The final agency action was taken;
- iii. The party seeking review of the order resides, or operates its principal place of business in Idaho; or
- iv. The real property or personal property that was the subject of the agency action is located.

See IDAPA 04.11.01.740.02.b.

An appeal must be filed within twenty-eight (28) days of (a) the service date of this final order, (b) of an order denying a motion for reconsideration, or (c) the failure within twenty-one (21) days to grant or deny a motion for reconsideration or schedule a hearing, whichever is later. See Idaho Code § 67-5273. The filing of an appeal to the district court does not itself stay the effectiveness or enforcement of the order under appeal. See IDAPA 04.11.01.740.02.c.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21 day of August, 2012, I caused a true and correct copy of the foregoing fully-executed ORDER TO CEASE AND DESIST to be served on the following by the designated means:

Trinity Enterprises, LLC, and dba
Trinity Enterprises Partners LLC
4015 Iron Bridge Rd.
Oviedo, FL 32765

U.S. mail, postage prepaid
 Certified mail
 Facsimile:
 Email:

Trinity Enterprises, LLC, and dba
Trinity Enterprises Partners LLC
2431 Aloma Ave., Ste. 201
Winter Park, FL 32792

U.S. mail, postage prepaid
 Certified mail
 Facsimile: (407) 641-9111
 Email: customerservice@trinityenterprisesllc.com

Trinity Enterprises, LLC, and dba
Trinity Enterprises Partners LLC
2431 Aloma Ave., Ste. 201
Winter Park, FL 32792

U.S. mail, postage prepaid
 Certified mail
 Facsimile:
 Email: dmitchell@trinityenterprisesllc.com

Trinity Enterprises, LLC, and dba
Trinity Enterprises Partners LLC
2431 Aloma Ave., Ste. 201
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U.S. mail, postage prepaid
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 Email: james@trinityenterprisesllc.com



Paralegal