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

In re:

THE LITIGATION PRACTICE GROUP, PC,

Docket No. 2021-9-04

**CONSENT ORDER**

Come now the State of Idaho, Department of Finance, Consumer Finance Bureau (Department) and The Litigation Practice Group, PC (LPG) (collectively Parties) pursuant to the Idaho Collection Agency Act, Idaho Code § 26-2221 *et seq.*, and hereby agree to the following and request that the Director of the Department enter the underlying order.

In support of entry of this Consent Order and to fully resolve the matters referenced herein, the Parties agree and consent to the following facts, findings, conclusions of law and relief, and agree that, if acceptable to her, the Director may adopt the same by signing this Consent Order.

#### **FACTS AND LEGAL CONCLUSIONS**

1. The Director of the Idaho Department of Finance has jurisdiction over this matter pursuant to Title 26, Chapter 22, Idaho Code (the Act).
2. LPG is a California professional corporation. LPG is not registered to do business in Idaho.
3. LPG has conducted business as a debt counselor from 17542 East 17th Street, Tustin, California 92780.
4. LPG has never held an Idaho Collection Agency license.
5. In October 2020, the Department received an inquiry from a licensed entity regarding LPG and whether LPG was licensed under the Act.
6. The Department is aware of instances of LPG contracting with and acting on behalf of at least four Idaho consumers to invalidate or settle debt.
7. In LPG's form agreement with Idaho consumers, consumers agreed to deposit funds into a separate bank account to pay LPG's fees according to a schedule for LPG's services, which included invalidating debt or settling validated debt. For any validated debts, the consumers had the opportunity to elect to direct LPG to provide debt settlement services.
8. The Department contacted LPG in late 2020 and early 2021. LPG initially responded that it did not believe it was engaging in conduct that required licensure under the

Act and further that it was exempt from the Act by virtue of having affiliated with an Idaho-licensed attorney to handle legal representation in Idaho.

9. Idaho Code § 26-2223 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:

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

\* \* \*

(7) Engage or offer to engage in this state in the business of receiving money from debtors for application or payment to or prorating of a debt owed to, any creditor or creditors of such debtor, or engage or offer to engage in this state in the business of providing counseling or other services to debtors in the management of their debts, or contracting with the debtor to effect the adjustment, compromise, or discharge of any account, note or other indebtedness of the debtor.

10. Per Idaho Code § 26-2222(9), the term “debt counselor” or “credit counselor” “means any person engaged in any of the activities enumerated in subsection (7)” of Idaho Code § 26-2223, which language is set forth in the previous paragraph.

11. LPG’s acts of engaging in debt counselor or credit counselor activity in Idaho without a license to do so, as referenced above, constitute violations of Idaho Code § 26-2223(7).

12. The Parties agree that LPG’s acts of engaging in debt counselor activities in Idaho without a license, as referenced above, constitute four (4) separate violations of Idaho Code § 26-2223(1) and (7). LPG represents that it has discontinued conducting debt counselor business in Idaho, obtained a surety bond as required per Idaho Code § 26-2232A, and plans to submit a license application to the Department.

13. LPG agrees that it will refrain from conducting any activity that would constitute activity in Idaho requiring a license under the Act unless and until it is properly licensed to do so.

The Department agrees that should LPG apply for a license under the Act, it will process the application in the normal course, and that this Consent Order and the activity giving rise to it shall not constitute a bar to licensure of LPG.

#### **REMEDIES**

14. LPG admits to the facts and legal conclusions set forth above in this Consent Order.

15. LPG represents that it has and continues to agree to cease and desist from engaging in any and all debt counselor or credit counselor activities in Idaho or otherwise conduct activity described in the Act until such time as it obtains a license under the Act authorizing it to do so.

16. LPG agrees to pay to the Department the sum of five thousand dollars (\$5,000) as an administrative penalty in settlement of the violations contained herein within twenty-eight (28) days of the entry of this Consent Order.

17. LPG agrees to refund the fees to the following consumers (who are specifically identified in separate correspondence between LPG and the Department) and to provide proof thereof to the Department within twenty-eight (28) days of the entry of this Consent Order: DG - \$13,753.92, and KF – \$1,704.68.

18. Once LPG has executed this Consent Order and timely paid to the Department and two consumers the penalty and restitution referenced above, the Department agrees to accept and consider the license application of LPG, and further agrees that it will not use this Consent Order as the basis for denial of LPG's license application.

19. LPG 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.

20. The Department agrees to not seek further penalties or fees from LPG for the violations addressed in this Consent Order, other than as set forth herein above, if LPG timely and fully complies with all provisions of this Consent Order. However, the Parties agree this does not prevent or prohibit the Department from seeking additional restitution payments from LPG on behalf of the other two known Idaho consumers, nor from seeking any relief regarding any other Idaho consumers who may become known in the future.

21. The Parties acknowledge and understand 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.

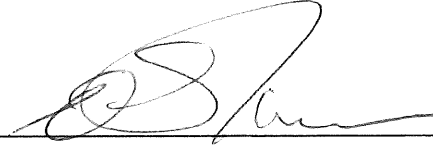
22. The Parties acknowledge and understand that should the Department learn of additional violations by LPG of the Act, rules promulgated under the Act, or applicable federal laws and regulations relating to LPG's debt collection related activities in Idaho, the Department may pursue further legal action and seek additional remedies.

23. The Parties agree that the Director has the authority to adopt this Consent Order pursuant to Idaho Code § 26-2244.

24. The Parties knowingly and voluntarily agree to the contents of and to the entry of this Consent Order to resolve the issues raised herein and to obviate the need for any further proceedings, and the Department and LPG further waives its rights to a hearing before the Director, to present evidence, and to seek any further review of the entry of this final Consent Order.

DATED this 7<sup>th</sup> day of September, 2021.

THE LITIGATION PRACTICE GROUP, PC



DANIEL MARCH  
Managing Shareholder

DATED this 14<sup>th</sup> day of September, 2021.

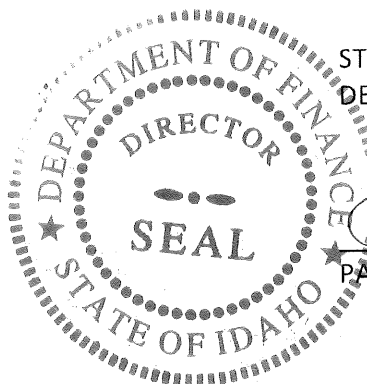
STATE OF IDAHO  
DEPARTMENT OF FINANCE



ERIN VAN ENGELEN  
Consumer Finance Bureau Chief

**IT IS SO ORDERED.**

DATED and EFFECTIVE this 14<sup>th</sup> day of September, 2021.



STATE OF IDAHO  
DEPARTMENT OF FINANCE

  
PATRICIA R. PERKINS, Director

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 15<sup>th</sup> day of September, 2021, I caused a true and correct copy of the foregoing fully-executed CONSENT ORDER to be served on the following by the designated means:

Attn: Daniel March  
The Litigation Practice Group  
17542 17<sup>th</sup> Street, Ste. 100  
Tustin, CA 92780

U.S. mail, postage prepaid  
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Paralegal

