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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

SECOND 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 Second 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 Idaho Collection Agency Act (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. On September 14, 2021, LPG and the Department entered into a Consent Order (first Consent Order) addressing LPG's acts of engaging in debt counselor or credit counselor activity at least four times in Idaho without a license to do so, constituting violations of Idaho Code § 26-2223(7).

5. In the first Consent Order, LPG agreed 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."

6. On October 15, 2021, the Department received an inquiry into LPG's licensing status, along with information that as of October 2021, LPG was conducting debt counseling activity in Idaho concerning an Idaho consumer, BH. In early December 2021, LPG maintained that this instance was a "one-off" occurrence and that the company was abiding by the first Consent Order, and the Department accepted this representation.

7. In early January 2022, the Department received additional evidence that in late December 2021 LPG had contacted a collection agency on behalf of an Idaho resident. LPG has accepted another Idaho resident, ZD, as a client for the purpose of negotiating debt constituting unlicensed debt counselor activity.

8. To date, LPG has neither applied for nor been issued a license as a debt counselor or otherwise under the Idaho Collection Agency Act.

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 two (2) 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 Second 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 Second Consent Order.

15. LPG admits that it failed to abide by the terms of the first Consent Order by continuing to engage in debt counselor/credit counselor activity in Idaho without first obtaining the requisite license under the Act authorizing it to do so.

16. 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.

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

18. LPG agrees to refund fees to consumer, BH and ZD (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.

19. Once LPG has executed this Second Consent Order and timely paid to the Department and the 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 Second Consent Order as the basis for denial of LPG's license application.

20. 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.

21. The Department agrees to not seek further penalties or fees from LPG for the violations addressed in this Second Consent Order, other than as set forth herein above, if LPG timely and fully complies with all provisions of this Second Consent Order.

22. The Parties acknowledge and understand that this Second 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.

23. 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.

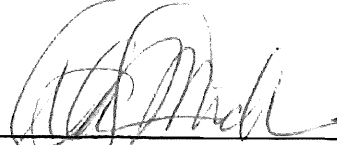
24. The Parties agree that the Director has the authority to adopt this Second Consent Order pursuant to Idaho Code § 26-2244.

25. The Parties knowingly and voluntarily agree to the contents of and to the entry of this Second 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 Second Consent Order.

DATED this 29 day of February 2022.

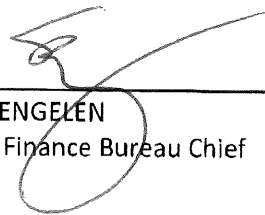
THE LITIGATION PRACTICE GROUP, PC



DANIEL MARCH
Managing Shareholder

DATED this 3rd day of ^{March} ~~February~~, 2022.

STATE OF IDAHO
DEPARTMENT OF FINANCE



ERIN VAN ENGELEN
Consumer Finance Bureau Chief

IT IS SO ORDERED.

DATED and EFFECTIVE this 7 day of March 2022.

STATE OF IDAHO
DEPARTMENT OF FINANCE



Anthony Polidori, Deputy Director

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 7th day of March ~~February~~ 2022, I caused a true and correct copy of the foregoing fully-executed SECOND CONSENT ORDER to be served on the following by the designated means:

Attn: Daniel March
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