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

In Re:

The Sands Law Group, LLP d/b/a
Whitestone Legal Group.

Docket No. 2023-09-04

CONSENT ORDER

This matter concerns the activities in Idaho of The Sands Law Group, LLP d/b/a Whitestone Legal Group (“Whitestone” or “Firm” or “Respondent”) as it relates to the State of Idaho, Department of Finance through its Consumer Finance Bureau (“Department”). The Department and Respondent are collectively referenced as “the Parties.” In support of entry of this Consent Order and to fully resolve the matters referenced herein, the Parties agree and consent to the following and to entry of same by the Director in this Consent Order. This Consent Order is entered into pursuant to the Idaho Collection

Agency Act, Idaho Code § 26-2221 *et seq.* (the “Act”).

FACTS, LEGAL CONCLUSIONS, AND REMEDIES

1. The Idaho Department of Finance is an executive agency of the State of Idaho and is charged with the administration of the Act.

2. Whitestone represents that it is a multi-jurisdictional law firm providing legal counsel and representation related to consumer debt protection and consumer advocacy on behalf of clients in Idaho and other states. It was formed as a California limited liability partnership in August 2018. In jurisdictions where law firms are not permitted to use trade names, Whitestone operates as The Sands Law Group, LLP. Whitestone represents that it has two Idaho attorneys who are partners with the Firm.

3. Respondent has never been licensed pursuant to the Idaho Collections Agency Act.

4. On August 17, 2021, the Department received a complaint letter, which was forwarded by the Idaho Office of the Attorney General’s Consumer Protection Division (OAG). The OAG had received the complaint via email on July 29, 2021, from Idaho resident, J. A., who represented that she had engaged Whitestone to assist her with resolving her outstanding debts.

5. Whitestone maintained that it fulfilled its obligations and provided services to J. A. Whitestone further explained that J.A. had started her relationship with Whitestone in Montana and was assigned a Montana

attorney with Whitestone. Whitestone acknowledges that after she moved to Idaho, she was not re-assigned to an Idaho attorney due to an oversight.

6. During the course of its representation of J.A. and as part of a settlement agreement with J.A., Whitestone represents that it refunded a total of \$9,236.44 to her.

7. On August 25, 2021, the Department sent a letter to Whitestone regarding its activity in Idaho and sought additional facts including the extent of other Idahoans who have utilized Whitestone's services. The letter advised Whitestone of the Department's position that a license is required pursuant to the Act in Idaho, specifically Idaho Code § 26-2223(7).

8. Respondent maintains it is not subject to licensure and are exempt pursuant to Idaho Code § 26-2239(1) for "[p]ersons licensed to practice law in this state, to the extent that they are retained by their clients to engage in activities authorized by this act, and such activities are incidental to the practice of law. Such exemption shall not apply to an attorney engaged in a separate business conducting the activities authorized by this act." Respondent represents that it is subject to the exclusive oversight and jurisdiction of the Idaho Supreme Court.

9. Respondent represents that it has thirteen (13) current Idaho clients; it has had twenty-six (26) clients since September of 2019; and it has not engaged any new Idaho clients since June 2020.

10. Respondent represents that all Idaho current clients have paid all their fees to Whitestone due under their respective agreements, and further that all fees are earned such that no refund amounts are due them. Respondent will continue to provide services to its existing clients without charging additional fees.

11. Respondent shall not accept or enroll any new Idaho clients without first obtaining a license from the Department under the Act. Nothing herein shall prevent any Idaho-licensed attorneys from accepting new Idaho clients separate and apart from Whitestone.

12. Respondent agrees to pay to the Department the sum of six thousand and five hundred dollars (\$6,500) as a settlement payment.

13. Nothing in this Agreement shall be construed as an admission of wrongdoing or any liability by Respondent.

14. The Department will not take any action against Respondent, or its attorneys based on the facts giving rise to this matter and known as of the date of the Consent Order provided Respondent remains in compliance with the terms and provisions of this Consent Order. The Department is not precluded from acting against Respondent in the future based upon any new facts should they become known or new complaints should they occur.

15. The Parties shall bear their own costs and attorney fees.

16. 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 Respondent further waive their rights to a hearing before the Director, to present evidence, and to seek any further review of the entry of this final Consent Order. By her signature below, the Director deems it appropriate and based on good cause to enter the Consent Order.

17. The Parties understand and agree that if and when the Director adopts the terms of this Consent Order by affixing her signature, this Consent Order will become a final order, and the Parties further agree to waive all rights to seek reconsideration or judicial review of this Consent Order.

DATED this 18 day of May, 2023.

Whitestone Legal Group

By: _____


James A. Agosto

Manager

Title

DATED this 18th day of May, 2023.

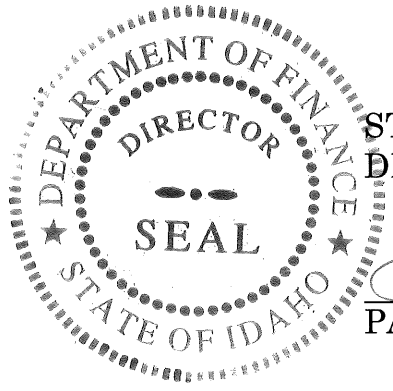
STATE OF IDAHO
DEPARTMENT OF FINANCE



ERIN VAN ENGELN
Consumer Services Bureau Chief

IT IS SO ORDERED.

DATED and EFFECTIVE this 22nd day of May,
2023.



STATE OF IDAHO
DEPARTMENT OF FINANCE



PATRICIA R. PERKINS, Director

CERTIFICATE OF SERVICE

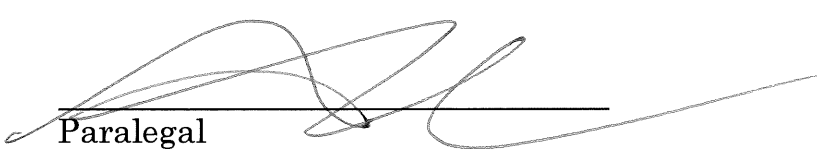
I HEREBY CERTIFY that on this 23rd day of May, 2023, I caused a true and correct copy of the foregoing fully-executed ~~CONSENT ORDER~~ to be served on the following counsel for the parties by the designated means:

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