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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)	Docket No. 2012-9-20
BUREAU,)	
)	
Complainant,)	CONSENT ORDER
)	
vs.)	
)	
Brian Webber, and Edie Webber, husband and)	
wife, d/b/a CLEAN SLATE CREDIT)	
SERVICES,)	
)	
Respondent.)	

The Director of the State of Idaho, Department of Finance (Director) has conducted a review of the credit repair activities conducted in Idaho by Brian Webber and Edie Webber, husband and wife, d/b/a CLEAN SLATE CREDIT SERVICES (Respondents) and alleges that Respondents have violated provisions of the Idaho Collection Agency Act, Idaho Code § 26-2221 *et seq.* (the Act). The Director and Respondents have agreed to 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. Respondents voluntarily consent to the entry of this Consent Order without finding of liability.

RESPONDENT

1. The sole proprietorship was formed on September 11, 2008 by the Webbers. Respondents provide credit repair services to consumers from 1210 12th Street Suite C, Bridgeport, TX 76426.

2. Respondents have never been issued a license under the Idaho Collection Agency Act to conduct a credit repair business in Idaho.

FACTS

3. On February 8, 2012 the State of Idaho, Department of Finance, Consumer Finance Bureau (Department) received information that the Respondents had engaged in unlicensed activity through advertising conducted by two loan originators (LOs) for a Boise based mortgage company. After receiving the information about the Respondents' licensing status, a Department staff member confirmed that the Respondents failed to hold a license under the Act, obtained additional information about the Respondents' direct advertising links through the aforementioned LO's website, and initiated a complaint into the Respondents' possible unlicensed credit repair activities.

4. On May 24, 2012, the Department sent a letter to the Respondents advising them of the licensing requirement of the Act and the sanctions for failing to comply with such requirement. The letter further requested that the Respondents provide information concerning their credit repair activities in Idaho.

5. On June 15, 2012, the Department received a response from the Respondents addressing the Department's May 24, 2012 request for information. The Respondents' written

correspondence included a log of their counseling/credit repair activity in Idaho, a cover letter that described, in part, the extent of their activity in Idaho, the names of three Idaho consumers for whom they had performed credit repair services, and the fee amounts the Respondents collected from those individuals, which totaled one thousand seven hundred ninety seven dollars (\$1,797.00). Respondents also included copies of three refund checks mailed to the Idaho consumers, totaling one thousand seven hundred ninety seven dollars (\$1,797.00). Respondents assert that they are no longer affiliated with the aforementioned Boise based mortgage company and its LOs.

6. Respondents also suggested in their letter to the Department that they would offer to continue to perform credit repair services for the three Idaho consumers “free of charge,” and requested permission to do so from the Department.

7. Based on information provided to the Department regarding Respondents, the Department concludes that the Respondents have provided credit repair services to at least three (3) Idaho residents from at least November 2011 to December 2012, while they failed to hold a license under the Act. The Department further concludes that Respondents have collected at least one thousand seven hundred ninety seven dollars (\$1,797) in fees from such Idaho residents.

FINDINGS OF VIOLATION

UNLICENSED CREDIT REPAIR ACTIVITY

8. The allegations set forth in paragraphs 1 through 6 above are fully incorporated herein by this reference.

9. 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).

10. 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.

11. Respondents' acts of engaging in credit repair activity Idaho, as referenced above, while Respondents 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

12. Respondents neither admit nor deny the allegations contained in this Consent Order.

13. Respondents have shown that they have sent refunds to the three (3) Idaho consumers who used Respondents' services the sum of one thousand seven hundred ninety seven dollars (\$1,797.00), constituting fees it collected from such consumers, as referenced in paragraph 5 above.

14. Respondents have provided written notice to all of their Idaho credit repair clients that they are no longer offering or engaging in credit repair services in Idaho, but stated that they would continue to offer or engage in credit repair services to those clients for no fee. Respondents agree to provide any advice or assistance to aid their Idaho clients in closing accounts maintained in connection with the Respondents' credit repair services. In the alternative, Respondents may get licensed, and once licensed, Respondents may continue to service such accounts for a fee but the obligation to refund the fees that were originally collected without license shall not change.

15. Immediately upon the full and timely completion of all requirements set forth in paragraph 14 above, Respondent agrees to *cease and desist* from all fee-based credit repair activities in Idaho; shall close all accounts associated with Idaho consumers related to such activities, and shall affirmatively and conspicuously disclose in all of its advertising and promotion of its credit repair services that such services are not available in Idaho.

16. Upon the execution of this Consent Order, Respondent agrees to pay to the Department by no later than December 14, 2012 the sum of one thousand dollars five hundred dollars (\$1,500). This amount includes one thousand dollars (\$1,000.00) for administrative penalties and five hundred dollars (\$500.00) for investigative expenses and attorney fees incurred by the Department in pursuing this matter.

17. Respondents agree that until they are issued a license under the Act, they will not engage in any activity in Idaho for which a license is required under the Act.

18. Respondents agree that the findings of fact and violations contained herein may be used against them 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.

19. The Department agrees not to seek further penalties or fees for the violations identified in this Consent Order, other than as set forth above, so long as Respondents fully and timely comply with the terms of this Consent Order, except that, if the Department later determines that the information provided by Respondents regarding the number of Idaho consumers as to whom they engaged in credit repair activities, and/or the fees and compensation they have received from such clients while it was unlicensed under the Act, is/are inaccurate, the

Department may seek further sanctions against Respondents, to include penalties and further client restitution.

20. Respondents 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.

DATED this 3rd day of December, 2012.

CLEAN SLATE CREDIT SERVICES

By: Brian Webber
BRIAN WEBBER

DATED this 3rd day of December, 2012.

CLEAN SLATE CREDIT SERVICES

By: Edie Webber
EDIE WEBBER

DATED this 11th day of December, 2012.

STATE OF IDAHO
DEPARTMENT OF FINANCE

Michael Larsen
MICHAEL LARSEN
Consumer Finance Bureau Chief

IT IS SO ORDERED.

DATED this 11th day of December, 2012.



STATE OF IDAHO
DEPARTMENT OF FINANCE

Gavin M. Gee
GAVIN M. GEE, Director

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 11th day of December, 2012, I caused a true and correct copy of the foregoing fully-executed CONSENT ORDER to be served on the following by the designated means:

Clean Slate Credit Services
1401 Cates Street Suite 203
Bridgeport, TX 76426

- U.S. mail, postage prepaid
- Certified mail
- Facsimile: (940)433-2202
- Email: info@cleanslatetx.com

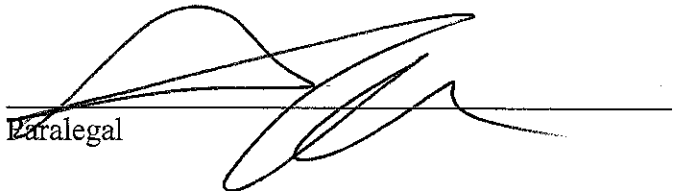
Clean Slate Credit Services
1210 12th St. Suite C
Bridgeport, TX 76426

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

Clean Slate Credit Services
PO Box 9
Paradise, TX 76073

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

Paralegal

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke, positioned above a horizontal line.