



IN THE MATTER OF: MADER LAW GROUP, LLC ("Mader Law Group") AMERICAN FINANCIAL LAW GROUP, LLC ("American Financial Law") MERIDIAN LAW GROUP, LLC ("Meridian Law Group") ERIC ANDREW MADER, ESQ. ("Mader") (collectively, "Respondents")

I. LEGAL AUTHORITY AND JURISDICTION

The Banking Commissioner ("Commissioner") is charged with the administration of Sections 36a-671 to 36a-671e, inclusive, of the Connecticut General Statutes contained in Part II of Chapter 669 of the Connecticut General Statutes, "Debt Adjusters and Debt Negotiation".

Pursuant to the authority granted by Section 36a-17 of the Connecticut General Statutes, as amended by Public Acts 14-7 and 14-89, the Commissioner, through the Consumer Credit Division of the Department of Banking, has investigated the activities of Respondents to determine if they have violated, are violating or are about to violate the provisions of the Connecticut General Statutes within the jurisdiction of the Commissioner.

Section 36a-17(a) of the Connecticut General Statutes, as amended, provides, in pertinent part, that: (a) Whenever it appears to the commissioner that any person has violated, is violating or is about to violate any provision of the general statutes within the jurisdiction of the commissioner...

Section 36a-50 of the Connecticut General Statutes provides, in pertinent part, that: (a)(1) Whenever the commissioner finds as the result of an investigation that any person has violated any provision of the general statutes within the jurisdiction of the commissioner...

II. MATTERS ASSERTED

- 1. Mader Law Group was a Florida limited liability company with an office at 3902 Henderson Boulevard, Suite 206, Tampa, Florida, which at all times relevant hereto had an office at 1800 Old Okeechobee Road, Suite 103, West Palm Beach, Florida. 2. American Financial Law is a Florida limited liability company with an office at 5010 W. Carmen Street, Suite 2640, Tampa, Florida. 3. Meridian Law Group is a South Carolina limited liability company with an office at 2036 eWall Street, Suite E, Mt. Pleasant, South Carolina, which at all times relevant hereto maintained an office at 5010 W. Carmen Street, Suite 2160, Tampa, Florida. 4. Mader is an individual whose address last known to the Commissioner is 3710 West San Luis Street, Tampa, Florida. At all times relevant hereto, Mader was an attorney licensed to practice law in Florida and was the Managing Member of Mader Law Group and American Financial Law, and the Managing Partner of Meridian Law Group. 5. On June 2, 2011, two Connecticut residents entered into an Attorney Retainer and Fee Agreement ("Agreement") with Mader Law Group, in which the Connecticut residents engaged the services of Mader Law Group in connection with negotiating a possible mitigation of such Connecticut residents' current home loan situation. 6. In connection with the Agreement, the Connecticut residents referred to in paragraph 5 above made payments to Mader Law Group totaling \$595, which amount is in excess of amounts that debt negotiators may charge for services pursuant to the Schedule of Maximum Fees established by the Commissioner on or about October 1, 2009 ("Schedule of Maximum Fees"). 7. The Schedule of Maximum Fees provides, in pertinent part, that "[a] debt negotiator of secured debt, including Short Sales and Foreclosure Rescue Services, may impose a fee on the mortgageor or debtor for performing debt negotiation services not to exceed five hundred dollars (\$500). Such fee shall only be collectable upon the successful completion of all services stated in the debt negotiation service contract". 8. At no time relevant hereto has Mader Law Group been licensed to engage or offer to engage in debt negotiation in this state, nor did Mader Law Group qualify for an exemption from such licensure. 9. On February 27, 2012, the Commissioner received a complaint filed by the Connecticut residents referred to in paragraph 5 above concerning Mader Law Group's failure to perform or successfully complete the services specified in the Agreement. 10. On July 30, 2010, a Connecticut resident executed a Limited Power of Attorney, by which the Connecticut resident engaged the services of American Financial Law in connection with negotiating a possible mitigation of such Connecticut resident's current home loan situation. 11. In connection with the Limited Power of Attorney, the Connecticut resident referred to in paragraph 10 above made payments to American Financial Law totaling \$2,642.42, which amount is in excess of amounts that debt negotiators may charge for services pursuant to the Schedule of Maximum Fees. 12. During the period of at least February 2010 through September 2010, at least eleven (11) additional Connecticut residents engaged the services of American Financial Law in connection with negotiating a possible mitigation of such Connecticut residents' current home loan situations. Each such Connecticut resident made payments to American Financial Law in excess of amounts that debt negotiators may charge for services pursuant to the Schedule of Maximum Fees. 13. At no time relevant hereto has American Financial Law been licensed to engage or offer to engage in debt negotiation in this state, nor did American Financial Law qualify for an exemption from such licensure. 14. On November 22, 2010, the Commissioner received a complaint filed on behalf of the Connecticut resident referred to in paragraph 10 above. 15. During the period of at least December 2010 through August 2011, at least thirteen (13) Connecticut residents engaged the services of Meridian Law Group in connection with negotiating a possible mitigation of such Connecticut residents' current home loan situations. Each such Connecticut resident made payments to Meridian Law Group in excess of amounts that debt negotiators may charge for services pursuant to the Schedule of Maximum Fees. 16. At no time relevant hereto has Meridian Law Group been licensed to engage or offer to engage in debt negotiation in this state, nor did Meridian Law Group qualify for an exemption from such licensure. 17. Letters from American Financial Law and Meridian Law Group were signed by Mader. 18. At no time relevant hereto was Mader licensed to engage or offer to engage in debt negotiation in this state, nor was Mader qualified for an exemption from such licensure.

III. STATUTORY BASIS FOR ORDER TO MAKE RESTITUTION, ORDER TO CEASE AND DESIST AND IMPOSITION OF CIVIL PENALTY

Section 36a-671 of the Connecticut General Statutes in effect prior to October 1, 2011, provided, in pertinent part, that: (a) As used in this section and sections 36a-671a to 36a-671d, inclusive, (1) "debt negotiation" means, for or with the expectation of a fee, commission or other valuable consideration, assisting a debtor in negotiating or attempting to negotiate on behalf of a debtor the terms of a debtor's obligations with one or more mortgagees or creditors of the debtor...

(b) No person shall engage or offer to engage in debt negotiation in this state without a license issued under this section for each place of business located outside of this state and the contract concerns a debt that is secured by property located within this state. (2) has a place of business located outside of this state and the debtor is a resident of this state who negotiates or agrees to the terms of the services contract in person, by mail, by telephone or via the Internet while physically present in this state; or (3) has its place of business located outside of this state and the contract concerns a debt that is secured by property located within this state. (Emphasis added.)

Section 36a-671a of the Connecticut General Statutes, as amended by Public Act 14-7, provides, in pertinent part, that: (a) As used in this section and sections 36a-671a to 36a-671e, inclusive, ... (1) "debt negotiation" means, for or with the expectation of a fee, commission or other valuable consideration, assisting a debtor in negotiating or attempting to negotiate on behalf of a debtor...

(b) No person shall engage or offer to engage in debt negotiation in this state without a license issued under this section for each place of business located outside of this state and the contract concerns a debt that is secured by property located within this state. (2) has a place of business located outside of this state and the debtor is a resident of this state who negotiates or agrees to the terms of the services contract in person, by mail, by telephone or via the Internet; or (3) has its place of business located outside of this state and the services concern a debt that is secured by property located within this state. (Emphasis added.)

Section 36a-671a(b) of the Connecticut General Statutes provides, in pertinent part, that: Whenever it appears to the commissioner that any person has violated, is violating or is about to violate the provisions of sections 36a-671 to 36a-671e, inclusive, ... the commissioner may take action against such person ... in accordance with sections 36a-50 and 36a-52. For purposes of sections 36a-671 to 36a-671e, inclusive, each engagement and each offer to engage in debt negotiation shall constitute a separate violation.

- 1. Mader Law Group's engaging in debt negotiation in this state without obtaining the required license, as more fully described in paragraphs 1 and 5 through 9, inclusive, of the Matters Asserted, constitutes a violation of Section 36a-671(b) of the Connecticut General Statutes in effect prior to October 1, 2011. Such violation forms the basis to issue an order to cease and desist pursuant to Sections 36a-671a(b) and 36a-50(c) of the Connecticut General Statutes, issue an order to make restitution pursuant to Sections 36a-671a(b) and 36a-50(c) of the Connecticut General Statutes, and impose a civil penalty pursuant to Sections 36a-671a(b) and 36a-50(a) of the Connecticut General Statutes. Section 36a-50(a) of the Connecticut General Statutes authorizes the Commissioner to impose a civil penalty upon Mader Law Group in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation. 2. American Financial Law's engaging in debt negotiation in this state without obtaining the required license, as more fully described in paragraphs 2 and 10 through 14, inclusive, of the Matters Asserted, constitutes fourteen (14) violations of Section 36a-671(b) of the Connecticut General Statutes in effect prior to October 1, 2011. Such violations form the basis to issue an order to cease and desist pursuant to Sections 36a-671a(b) and 36a-50(c) of the Connecticut General Statutes, issue an order to make restitution pursuant to Sections 36a-671a(b) and 36a-50(c) of the Connecticut General Statutes, and impose a civil penalty pursuant to Sections 36a-671a(b) and 36a-50(a) of the Connecticut General Statutes. Section 36a-50(a) of the Connecticut General Statutes authorizes the Commissioner to impose a civil penalty upon American Financial Law in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation. 3. Meridian Law Group's engaging in debt negotiation in this state without obtaining the required license, as more fully described in paragraphs 3, 15 and 16 of the Matters Asserted, constitutes thirteen (13) violations of Section 36a-671(b) of the Connecticut General Statutes in effect prior to October 1, 2011. Such violations form the basis to issue an order to cease and desist pursuant to Sections 36a-671a(b) and 36a-50(c) of the Connecticut General Statutes, issue an order to make restitution pursuant to Sections 36a-671a(b) and 36a-50(c) of the Connecticut General Statutes, and impose a civil penalty pursuant to Sections 36a-671a(b) and 36a-50(a) of the Connecticut General Statutes. Section 36a-50(a) of the Connecticut General Statutes authorizes the Commissioner to impose a civil penalty upon Meridian Law Group in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation. 4. Mader's engaging in debt negotiation in this state without obtaining the required license, as more fully described in paragraphs 17 and 18 of the Matters Asserted, constitutes a violation of Section 36a-671(b) of the Connecticut General Statutes in effect prior to October 1, 2011. Such violation forms the basis to issue an order to cease and desist pursuant to Sections 36a-671a(b) and 36a-50(c) of the Connecticut General Statutes, issue an order to make restitution pursuant to Sections 36a-671a(b) and 36a-50(c) of the Connecticut General Statutes, and impose a civil penalty pursuant to Sections 36a-671a(b) and 36a-50(a) of the Connecticut General Statutes. Section 36a-50(a) of the Connecticut General Statutes authorizes the Commissioner to impose a civil penalty upon Mader in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation.

IV. FINDING AND STATUTORY BASIS FOR TEMPORARY ORDER TO CEASE AND DESIST

The Commissioner finds that public welfare requires immediate action to issue a temporary order requiring Respondents to cease and desist from violating Section 36a-671(b) of the Connecticut General Statutes, as amended, and to take such action as set forth herein to effectuate the purposes of Section 36a-52(b) of the Connecticut General Statutes in that the interests of Connecticut residents are being materially prejudiced by Respondents' engaging in debt negotiation in this state without being duly licensed and receiving monies in excess of the Schedule of Maximum Fees from Connecticut residents who are already struggling financially.

V. TEMPORARY ORDER TO CEASE AND DESIST, ORDER TO MAKE RESTITUTION, NOTICE OF INTENT TO ISSUE ORDER TO CEASE AND DESIST, NOTICE OF INTENT TO IMPOSE CIVIL PENALTY AND NOTICE OF RIGHT TO HEARING

WHEREAS, the Commissioner has reason to believe that Respondents have engaged in acts or conduct which forms the basis to issue an order to cease and desist pursuant to Sections 36a-671a(b) and 36a-50(c) of the Connecticut General Statutes, and impose a civil penalty upon each Respondent pursuant to Sections 36a-671a(b) and 36a-50(c) of the Connecticut General Statutes;

AND WHEREAS, the Commissioner has made the finding required under Section 36a-52(b) of the Connecticut General Statutes.

THE COMMISSIONER THEREFORE ORDERS, pursuant to Section 36a-52(b) of the Connecticut General Statutes, that Mader Law Group, LLC immediately CEASE AND DESIST from engaging in debt negotiation in this state without a license issued under this section for each place of business located outside of this state and the contract concerns a debt that is secured by property located within this state...

THE COMMISSIONER FURTHER ORDERS, pursuant to Section 36a-52(b) of the Connecticut General Statutes, that Meridian Law Group, LLC immediately CEASE AND DESIST from engaging in debt negotiation in this state without a license issued under this section for each place of business located outside of this state...

THE COMMISSIONER FURTHER ORDERS, pursuant to Section 36a-52(b) of the Connecticut General Statutes, that Eric Andrew Mader, Esq., immediately CEASE AND DESIST from engaging in debt negotiation in this state without a license issued under this section for each place of business located outside of this state...

THE COMMISSIONER FURTHER ORDERS, pursuant to Section 36a-52(b) of the Connecticut General Statutes, as amended, and Section 36a-52(b) of the Connecticut General Statutes, that Respondents shall be required to make restitution to the Connecticut General Statutes, as amended, of the amount of any sums obtained as a result of American Financial Law Group, LLC and Eric Andrew Mader, Esq., violating Section 36a-671(b) of the Connecticut General Statutes plus interest at the legal rate set forth in Section 37-1 of the Connecticut General Statutes. Specifically, the Commissioner ORDERS that: Not later than thirty (30) days from the date this Order to Make Restitution becomes permanent, American Financial Law Group, LLC and Eric Andrew Mader, Esq., shall:

- 1. Repay \$595 to the Connecticut residents identified in Exhibit A attached hereto plus interest and repay to and/or Connecticut residents who entered into an agreement for debt negotiation services with Mader Law Group, LLC and/or Eric Andrew Mader, Esq., on and after October 1, 2009, any fees paid by such Connecticut resident to Mader Law Group, LLC and/or Eric Andrew Mader, Esq., plus interest. Payments shall be made by cashier's check, certified check or money order; and 2. Provide evidence of such repayments to Carmine Costa, Director, Consumer Credit Division, Department of Banking, 260 Constitution Plaza, Hartford, Connecticut 06103-1800, or carmine.costa@ct.gov.

THE COMMISSIONER FURTHER ORDERS, pursuant to Section 36a-50(c) of the Connecticut General Statutes, that Mader Law Group, LLC and Eric Andrew Mader, Esq., MAKE RESTITUTION of any sums obtained as a result of American Financial Law Group, LLC and Eric Andrew Mader, Esq., violating Section 36a-671(b) of the Connecticut General Statutes plus interest at the legal rate set forth in Section 37-1 of the Connecticut General Statutes. Specifically, the Commissioner ORDERS that: Not later than thirty (30) days from the date this Order to Make Restitution becomes permanent, American Financial Law Group, LLC and Eric Andrew Mader, Esq., shall:

- 1. Repay fees to the Connecticut residents and in the amounts identified in Exhibit B attached hereto plus interest and repay to any other Connecticut residents who entered into an agreement for debt negotiation services with American Financial Law Group, LLC and/or Eric Andrew Mader, Esq., on and after October 1, 2009, any fees paid by such Connecticut resident to American Financial Law Group, LLC and/or Eric Andrew Mader, Esq., plus interest. Payments shall be made by cashier's check, certified check or money order; and 2. Provide evidence of such repayments to Carmine Costa, Director, Consumer Credit Division, Department of Banking, 260 Constitution Plaza, Hartford, Connecticut 06103-1800, or carmine.costa@ct.gov.

NOW THEREFORE, notice is hereby given to Mader Law Group, that the Commissioner intends to issue an order requiring Mader Law Group to CEASE AND DESIST from violating Section 36a-671(b) of the Connecticut General Statutes, as amended, and impose a CIVIL PENALTY upon Mader Law Group, as set forth herein, subject to Mader Law Group's right to a hearing on the allegation set forth above.

FURTHER, notice is hereby given to American Financial Law that the Commissioner intends to issue an order requiring American Financial Law to CEASE AND DESIST from violating Section 36a-671(b) of the Connecticut General Statutes, as amended, and impose a CIVIL PENALTY upon American Financial Law as set forth herein, subject to American Financial Law's right to a hearing on the allegations set forth above.

FURTHER, notice is hereby given to Meridian Law Group that the Commissioner intends to issue an order requiring Meridian Law Group to CEASE AND DESIST from violating Section 36a-671(b) of the Connecticut General Statutes, as amended, and impose a CIVIL PENALTY upon Meridian Law Group as set forth herein, subject to Meridian Law Group's right to a hearing on the allegations set forth above.

FURTHER, notice is hereby given to Mader that the Commissioner intends to issue an order requiring Mader to CEASE AND DESIST from violating Section 36a-671(b) of the Connecticut General Statutes, as amended, and impose a CIVIL PENALTY upon Mader as set forth herein, subject to Mader's right to a hearing on the allegation set forth above.

A hearing will be granted to Respondents if a written request for a hearing is received by the Department of Banking, Consumer Credit Division, 260 Constitution Plaza, Hartford, Connecticut 06103-1800 within fourteen (14) days following each Respondent's receipt of this Temporary Order to Cease and Desist, Order to Make Restitution, Notice of Intent to Issue Order to Cease and Desist, Notice of Intent to Issue Civil Penalty and Notice of Right to Hearing as set forth in Section 36a-52(a) and subsections (a) and (c) of Section 36a-50 of the Connecticut General Statutes. This Temporary Order to Cease and Desist, Order to Make Restitution, Notice of Intent to Issue Order to Cease and Desist, Notice of Intent to Issue Civil Penalty and Notice of Right to Hearing shall be deemed received on the earlier of the date of actual receipt, or seven days after mailing or sending. The enclosed Appearance and Request for Hearing Form must be completed and mailed to the above address. If any Respondent will not be represented by an attorney at the hearing, please complete the Appearance and Request for Hearing Form as "pro se". Once a written request for a hearing is received, the Commissioner may issue a notification of hearing and designation of hearing officer that acknowledges receipt of a request for a hearing, designates a hearing officer and sets the date and the hearing in accordance with Section 4-177 of the Connecticut General Statutes and Section 36a-21-21 of the Regulations of Banking, Connecticut State Agencies. If a hearing is requested, the hearing will be held on September 25, 2014, at 10 a.m., at the Department of Banking, 260 Constitution Plaza, Hartford, Connecticut.

The hearing will be held in accordance with the provisions of Chapter 54 of the Connecticut General Statutes, unless any Respondent fails to appear at the requested hearing. At such hearing, Respondents will have the right to appear and present evidence, rebuttal evidence and argument on all issues of fact and law to be considered by the Commissioner.

If Mader Law Group does not request a hearing within the time period prescribed or fails to appear at any hearing, the Order to Make Restitution shall remain in effect and become permanent against Mader Law Group, and the Commissioner will issue an order that Mader Law Group cease and desist from violating Section 36a-671(b) of the Connecticut General Statutes, as amended, and may order a civil penalty in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation be imposed upon Mader Law Group.

If American Financial Law does not request a hearing within the time period prescribed or fails to appear at any hearing, the Order to Make Restitution shall remain in effect and become permanent against American Financial Law, and the Commissioner will issue an order that American Financial Law cease and desist from violating Section 36a-671(b) of the Connecticut General Statutes, as amended, and may order a civil penalty in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation be imposed upon American Financial Law.

If Meridian Law Group does not request a hearing within the time period prescribed or fails to appear at any hearing, the Order to Make Restitution shall remain in effect and become permanent against Meridian Law Group, and the Commissioner will issue an order that Meridian Law Group cease and desist from violating Section 36a-671(b) of the Connecticut General Statutes, as amended, and may order a civil penalty in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation be imposed upon Meridian Law Group.

If Mader does not request a hearing within the time period prescribed or fails to appear at any hearing, the Order to Make Restitution shall remain in effect and become permanent against Mader, and the Commissioner will issue an order that Mader cease and desist from violating Section 36a-671(b) of the Connecticut General Statutes, as amended, and may order a civil penalty in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation be imposed upon Mader.

So ordered at Hartford, Connecticut this 21st day of July 2014.

/s/ Howard F. Pitkin Banking Commissioner

CERTIFICATION

I hereby certify that on this 21st day of July 2014, the foregoing Temporary Order to Cease and Desist, Order to Make Restitution, Notice of Intent to Issue Order to Cease and Desist, Notice of Intent to Issue Civil Penalty and Notice of Right to Hearing was sent by certified mail, return receipt requested, to Mader Law Group, LLC, Attention: Eric Mader, Manager and Registered Agent, 2902 Henderson Boulevard, Suite 206, Tampa, Florida 33629, certified mail no. 70121010000172646738; to American Financial Law Group, LLC, Attention: Eric Mader, Manager and Registered Agent, 5010 W. Carmen Street, Suite 2640, Tampa, Florida 33609, certified mail no. 70121010000172646745; to Meridian Law Group, LLC, 5010 W. Carmen Street, Suite 2160, Tampa, Florida 33609, certified mail no. 70121010000172646752; Meridian Law Group, LLC, 2036 eWall Street, Suite E, Mt. Pleasant, South Carolina 29464, certified mail no. 70121010000172646759; Meridian Law Group, LLC, c/o National Registered Agents Inc., 20 Office Park Court, Suite 103, Columbia, South Carolina 29223, certified mail no. 70121010000172646776; and to Eric Andrew Mader, Esq., 3710 West San Luis Street, Tampa, Florida 33629, certified mail no. 701210400001479021000.

/s/ Daniel Kitt Prosecuting Attorney

Administrative Orders and Settlements

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