

1 State of New Hampshire Banking Department

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3 In re the Matter of:) Case No.: 08-361
)
 4 State of New Hampshire Banking)
) Consent Agreement
 5 Department,)
)
 6 Petitioner,)
)
 7 and)
)
 8 Debt Relief USA, Inc., Alvin B. Bell,)
)
 9 Kelly Reilly, and James F. Wojcik,)
)
 10 Respondents)
)

11
12 CONSENT ORDER

13 I. This Consent Order (hereinafter referred to as "Consent Order") is
 14 entered between the New Hampshire Banking Department (hereinafter
 15 referred to as "the Department"), Respondent Debt Relief USA, Inc.,
 16 Respondent Alvin B. Bell, Respondent Kelly Reilly, and Respondent
 17 James F. Wojcik (hereinafter referred to collectively as
 18 "Respondents"). The Department and Respondents do hereby enter into
 19 this Consent Order and stipulate to the following:

- 20 1. The Department is authorized by New Hampshire RSA 399-D:1 to
 21 regulate debt adjustment services performed in the State of
 22 New Hampshire or on behalf of a person located in the State
 23 of New Hampshire.

- 1 2. RSA 399-D:13 authorizes the Department to investigate alleged
2 violations of laws or rules to determine whether any person
3 has violated or is about to violate any provision of RSA
4 Chapter 399-D, rule or order given under RSA Chapter 399-D or
5 other applicable state and federal laws and regulations.
- 6 3. RSA 399-D:22 authorizes the Department to perform
7 examinations of Respondents' debt adjustment business.
- 8 4. Respondents acknowledge that RSA 399-D:14,I states in part
9 that "No licensee shall be entitled to any fee against the
10 debtor, upon any contract, until the debt adjustment program
11 is arranged and approved by the debtor."
- 12 5. Respondents have failed to obtain a debt adjustment license
13 despite the requirement to do so in the State of New
14 Hampshire, as stated in the previous instruction by the
15 Department dated August 13, 2008 and received by Respondents
16 on August 18, 2008.
- 17 6. Respondents now wish to seek licensure with the Department as
18 a debt adjuster.
- 19 7. This Consent Order constitutes the settlement of disputed
20 claims between the Department and Respondents.
- 21 8. The Department and Respondents would like to avoid formal
22 proceedings, and further expense, and to finally resolve this
23 matter under the terms and conditions set forth below.
- 24 9. The terms of this Consent Order are a fair and reasonable
25 disposition of this matter and are in the public interest.

1 10. In consideration of the mutual promises and representations
2 set forth herein, and in further consideration of the
3 Department's reliance upon the substantial accuracy and good
4 faith of the representations and submissions made to it by
5 Respondents, the Department and Respondents intending to be
6 legally bound herein, agree to the terms and conditions
7 below.

8 II. For purposes of amicably resolving and closing the above-referenced
9 matter, each of the above named Respondents agrees to the following
10 terms and conditions and the Department accepts the same:

11 1. Respondents agree they have voluntarily entered into this
12 Agreement without reliance upon any discussions between the
13 Department and Respondents, without promise of a benefit of
14 any kind (other than concessions contained in this Consent
15 Order) and without threats, force, intimidation, or coercion
16 of any kind. Respondents further acknowledge their
17 understanding of the nature of the offenses alleged herein,
18 including the penalties provided by law.

19 2. The Respondents agree to waive any and all rights to a
20 hearing and appeal thereof.

21 3. The Respondents agree that they will not deny the factual
22 basis for this Consent Order to which they have stipulated
23 above and will not give conflicting statements about such
24 facts or their involvement in the stipulated facts.
25

1 4. The Respondents agree that all terms of this Consent Order
2 are contractual and none is a mere recital.

3 5. Subject to the terms of this Consent Order, the Respondents
4 consent to the entry of an administrative penalty of
5 \$40,000.00, which shall be immediately paid to the
6 Department.

7 6. Respondents acknowledge they are jointly and severally liable
8 for all payments referenced herein.

9 7. The Respondents acknowledge that failure to make payment as
10 agreed above may result in civil and/or criminal penalties.

11 8. Respondents shall immediately file a completed license
12 application with the Department's Licensing Division.

13 9. Respondents shall be immediately subject to a pre-licensing
14 examination of all of its consumer and/or customer contracts
15 to ensure compliance with New Hampshire law.

16 10. Respondent Debt Relief USA shall have until January 31, 2009
17 to refund the fees charged New Hampshire consumers.

18 III. This Agreement represents the complete and final resolution of, and
19 discharge of any basis for any civil or administrative proceeding by
20 the Department against the Respondents for violations arising as a
21 result of or in connection with any actions or omissions by the
22 Respondents through the date of this Order as it applies to unlicensed
23 activity; provided, however, this release does not apply to facts not
24 known by the Department or not otherwise provided by the Respondents
25 to the Department as of the date of this Order nor to actions for

