

IN THE MATTER OF:

JORDAN CHRISTOPHER WALSH

and

AWAH SARAH OMAR

and

DOCUMENT MANAGEMENT SERVICES

Respondents.

BEFORE THE MARYLAND

COMMISSIONER OF

FINANCIAL REGULATION

Case No.: CFR-FY2021-05

**CONSENT ORDER AND SETTLEMENT AGREEMENT**

This matter comes before the Office of the Commissioner of Financial Regulation ("OCFR" or "Commissioner") as the result of a complaint filed by Barbara Allen ("Complainant") against Document Management Services ("DMS" or "Respondent"), Jordan Christopher Walsh ("Walsh"), and Awah Sarah Omar ("Omar") (hereinafter Walsh and Omar are collectively referred to as "Dismissed Respondents"). Based upon the complaint and subsequent investigation, the Commissioner determined charges against the Respondent are warranted for allegedly providing unlicensed debt management service. To resolve this matter without a hearing, OCFR and the Respondent has agreed to enter into this Consent Order and Settlement Agreement ("Agreement") to provide for the imposition of disciplinary measures which are fair and equitable in these circumstances and which are consistent with the best interest of the people of the State of Maryland.

This Agreement is entered into this 8<sup>th</sup> day of April, 2022, by and between OCFR and Respondent.

**OCFR and the Respondent agree and stipulate as follows:**

1. At all times relevant, OCFR has asserted jurisdiction over Respondent.
2. As a result of OCFR's investigation, Respondent and the Dismissed Respondents were charged with violating the Debt Management Services Act, Annotated Code of Maryland, Financial Institutions Article ("FI") § 12-906, for allegedly providing debt management services, as that term is defined in FI § 12-901(i), to consumers in Maryland without being licensed to do so and without being exempt from the licensing requirement.
3. Dismissed Respondents Walsh and Omar are no longer employees or affiliated with DMS, are not a part of this Agreement, and any charges against these individuals are dismissed.

4. **The allegations supporting OCFR's charges against Respondent are as follows:**

5. At all times relevant, Respondent Document Management Services ("DMS" or "Respondent") is a company based in San Diego, California, which is operating and providing debt management services in Maryland without the requisite license. DMS is not registered the State Department of Assessments to do business in the State of Maryland.

6. At all times relevant, Respondent Jordan Christopher Walsh is the President of DMS.

7. At all times relevant, Respondent Awah Sarah Omar was the registered Mailbox Holder of the for DMS at its corporate address located at UPS Store No. 6322, 9187 Clairemont Mesa Boulevard, San Diego, California 92123.

8. The DMS webpage stated that it is in the business of: "Building financial stability today, so you can enjoy tomorrow!"

9. DMS also advertises that it provides credit monitoring and financial rehabilitation services.

10. On or about July 9, 2020, the OCFR received a complaint from consumer [REDACTED] stating that [REDACTED] entered into an agreement with DMS under which [REDACTED] would pay DMS monthly payments in return for DMS to manage and pay down [REDACTED] debts by distributing the monthly payment to her creditors.

11. At all times relevant, [REDACTED] was a resident of [REDACTED].

12. On or about October 15, 2020, OCFR opened an investigation into [REDACTED] complaint.

13. The investigation revealed that [REDACTED] received an unsolicited telephone call from a DMS representative offering credit monitoring and financial rehabilitation services.

14. The investigation revealed that, on or about May 7, 2018, [REDACTED] electronically entered into an agreement ("Client Services Agreement") with DMS whereby DMS would negotiate with [REDACTED] creditors on her behalf for a monthly fee of \$330.14 to be paid to DMS by [REDACTED]. At this time, [REDACTED] had debt of over \$10,000.00.

15. The investigation revealed that the "Services" clause of the Client Services Agreement stated that [REDACTED] monthly payments to DMS were for credit monitoring and financial rehabilitation.

16. The investigation revealed that [REDACTED] was told by DMS, and she understood, the monthly payments to DMS would be used to make partial payments to her creditors.

17. Over the course of June 2018 to December 2019, [REDACTED] made 16 payments to DMS via wire transfer, in accordance with the Client Services Agreement, for a total of \$5,282.24.

18. The investigation revealed that DMS never contacted any of [REDACTED] creditors on her behalf, nor made any full or partial payments to her creditors.

19. At all relevant times, Respondents failed to possess a license to operate and provide debt management services in Maryland, nor were they exempt from licensure.

20. Pursuant to Maryland law, Pursuant to FI 2-115(b), the Commissioner is charged with administering and enforcing various provisions of the Annotated Code of Maryland, including but not limited to FI §12-901 *et seq.* (Debt Management Services Act) as well as other applicable statutes and regulations, including the licensing requirement of FI § 12-906. Pursuant to FI §2-114, the Commissioner is authorized to make public or private investigations as the Commissioner considers necessary to determine whether a person has violated a law, regulation, rule, or order over which the Commissioner has jurisdiction; or aid in the enforcement of a law or in the prescribing of regulations, rules, and orders over which the Commissioner has jurisdiction.

21. Based on these factual allegations, it is alleged that the Respondents have violated the following provisions of law which state, in pertinent part:

22. The Maryland Debt Management Services Act ("MDMSA") defines "debt management services" as "receiving funds periodically from a consumer under an agreement with the consumer for the purpose of distributing the funds among the consumer's creditors in full or in partial payment of the consumer's debts" FI § 12-901(i). The MDMSA defines "consumer" as "an individual who (1) resides in the State and (2) is seeking debt management services or has entered into a debt management services agreement." FI § 12-901(e). The MDMSA further defines "debt management services agreement" as "a written contract, plan or agreement between a debt management services provider and a consumer for the performance of debt management services." FI § 12-901(j). The MDMSA further defines "debt management services provider" as "a person that provides or offers to provide debt management services to a consumer."

23. Whether or not the person maintains an office in this State, a person may not provide debt management services to consumers unless the person: (1) is licensed by the Commissioner under this subtitle; or (2) is exempt from licensing under the subtitle. FI § 12-906.

**24. Respondent does not admit any violation of Maryland law in this matter and disputes the factual allegations contained herein. Nevertheless, in consultation with independent legal counsel, Respondent's desire and hereby agree to fully and finally resolve this disputed matter by entering into this Consent Order and Settlement Agreement.**

25. By entering into this Consent Order and Settlement Agreement, Respondent expressly waives its right to: (a) appear before an Administrative Law Judge of the Office of Administrative Hearings for an administrative hearing to defend the charges; (b) the making of

Findings of Fact and Conclusions of Law by the Administrative Law Judge; and (c) appeal from this Consent Order and Settlement Agreement to a court of competent jurisdiction.

26. Having consulted with independent legal counsel regarding the negotiation and execution of this Consent Order and Settlement Agreement, Respondent hereby acknowledges it is entering into this Consent Order and Settlement Agreement knowingly, willingly, and voluntarily and with the advice of counsel.

27. Respondent represents and warrants that if it elects to do business in Maryland in the future that it will be in compliance with, and will continue to comply with, all laws, regulations, and rules governing consumer lending in Maryland. Respondent acknowledges that OCFR is relying upon Respondent's representations and warranties as to its compliance with Maryland law. This Consent Order and Settlement Agreement may be revoked and OCFR may pursue any and all remedies available under the law against Respondent if OCFR finds that Respondent has knowingly or willfully withheld information from OCFR during the investigation of this matter or during the negotiation of this Consent Order and Settlement Agreement.

28. OCFR agrees to accept this Consent Order and Settlement Agreement as the full and final resolution of Case No. CFR-FY2021-05 in its entirety and agrees not to pursue an enforcement action based on the alleged violations cited herein, unless Respondent fails to perform its obligations under this Consent Order and Settlement Agreement.

29. OCFR and Respondent further agree that this Consent Order and Settlement Agreement is admissible and shall be binding and enforceable in a court of competent jurisdiction by OCFR should Respondent fail to perform their obligations.

30. OCFR and Respondent further acknowledge that this Consent Order and Settlement Agreement does not in any way relate to, impact, or otherwise affect the legal rights of, or preclude OCFR from bringing or continuing actions against persons not Parties to this Consent Order and Settlement Agreement.

**BASED ON THE STIPULATIONS AND AGREEMENTS SET FORTH ABOVE IT IS, BY THE OFFICE OF THE COMMISSIONER OF FINANCIAL REGULATION, HEREBY:**

**ORDERED** that Respondent shall immediately cease and desist from providing or offering debt management services in Maryland as that term is defined above; and it is further

**ORDERED** that for the alleged violations stated herein, Respondent shall pay a civil money penalty of **\$2,500.00** (Two Thousand, Five Hundred Dollars) in the form of a Cashier's Check or Money Order made payable to the Commissioner of Financial Regulation, to be delivered to OCFR, 1100 N. Eutaw Street, Suite 611, Baltimore, Maryland 21201, on or before March 1, 2022; and it is further

**ORDERED** that for the alleged violations, Respondent agrees to pay restitution of all monies paid to Respondent by Complainant to this matter in the total amount of **\$5,228.00** (Five Thousand,

Two Hundred, Twenty-Eight Dollars), in the following manner:

a. Respondent shall mail a Cashier's Check or Money Order for the amount of money to be refunded (the "Refund") via First Class U.S. Mail, to Complainant's last known address, or to an updated address as can be identified through customary address verification means. The Refund shall be mailed on or before May 1, 2022, and accompanied by a letter indicating that the Refund is being issued pursuant to a Settlement Agreement between Respondents and the Commissioner of Financial Regulation.

b. On or before May 5, 2022, Respondent shall furnish evidence to the Commissioner that Refund was tendered to Complainant consumer in the agreed amount by providing a copy of the front and back of the check for the Refund payment that was negotiated by the Complainant consumer.

c. On or before July 1, 2022, if the Refund payment check mailed by Respondent to Maryland consumers in accordance with this Agreement are either not cashed or are returned to Respondents as non-deliverable (collectively, the "Undeliverable Refunds"), such Undeliverable Refunds will escheat to the State of Maryland. Respondent will stop payment on the Undeliverable Refunds, and shall pay the total amount of all Undeliverable Refunds in the form of a single check made payable to the "Comptroller of Maryland," and accompanied by a spreadsheet in both hard copy and electronic format that contains the name of the consumer, the social security number of the consumer (if known), the date of birth of the consumer (if known), the date on which each refund check was mailed, and an indication of which refund checks were cashed, and which refund checks were either not cashed or were returned to Respondent as non-deliverable. Such action on the part of Respondent shall relieve Respondent of any further obligation to make the Refund under this Agreement.

**ORDERED** that for the alleged violations, Respondent agrees to cease and desist from collecting or accepting any monies allegedly owed to Respondent, whether presently known to OCFR or not, as a result of Respondent's alleged debt management services described herein, and forever forfeit and/or waive any right or claim to said monies, including any principal, interest, or other fees, owed to Respondent by Maryland consumers.

**ORDERED** that, in the event Respondent violates any provision of this Consent Order and Settlement Agreement, or otherwise engages in the activities which formed the basis for the allegations set forth above, the Commissioner may, at the Commissioner's discretion, bring an enforcement action against Respondent pursuant to the Commissioner's authority under applicable State law; such enforcement actions may include the issuance of an order to cease and desist, the imposition of civil money penalties, an order to provide restitution of money or property to any aggrieved persons, an action for relief in the Circuit Court of Maryland, and/or referral for criminal prosecution; and it is further

**ORDERED** that this matter shall be resolved in accordance with the terms of this Consent

IN WITNESS WHEREOF, this Consent Order and Settlement Agreement is executed on the day and year first above written.

**MARYLAND COMMISSIONER OF  
FINANCIAL REGULATION**

By: Gregory K.  
Thoreson

Digitally signed by Gregory K.  
Thoreson  
Date: 2022.04.28 09:29:31 -04'00'

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GREGORY K. THORESON  
Deputy Commissioner

Order and Settlement Agreement and the same shall be reflected among the records of OCFR; and it is further

**ORDERED** that this document shall constitute a Final Order of the Maryland Commissioner of Financial Regulation and that the Commissioner may consider this Consent Order and Settlement Agreement and the facts set forth herein in connection with, and in deciding, any action or proceeding before the Commissioner; and that this Consent Order and Settlement Agreement may, if relevant, be admitted into evidence in any matter before the Commissioner, the Office of Administrative Hearings, or court of competent jurisdiction.

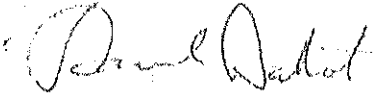
**IN WITNESS WHEREOF**, this Consent Order and Settlement Agreement is executed on the day and year first above written.

[REDACTED]

[REDACTED]

RESPONDENT

By:



DANIEL DALLOIT, on behalf of  
Document Management Services

As to form:



James Armstrong, Esquire  
Counsel for DMS