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3 **STATE OF OREGON**  
4 **DEPARTMENT OF CONSUMER AND BUSINESS SERVICES**  
5 **DIVISION OF FINANCE AND CORPORATE SECURITIES**

6 **BEFORE THE DIRECTOR OF THE DEPARTMENT**  
7 **OF CONSUMER AND BUSINESS SERVICES**

8 In the Matter of:

**DM-11-0120**

9 **DebtPro 123, LLC,**

**ORDER TO CEASE AND DESIST,**  
**ORDER ASSESSING CIVIL PENALTY,**  
**AND CONSENT TO ENTRY OF**  
**ORDER**

10 Respondent.

11 WHEREAS, the Director of the Department of Consumer and Business Services for the  
12 State of Oregon (hereinafter “the Director”), acting pursuant to the Oregon statutes regulating  
13 debt management service providers, ORS 697.602 to 697.842, has conducted an investigation of  
14 DebtPro 123, LLC (“DebtPro”) and has concluded that violations of Oregon law have been  
15 committed; and

16 WHEREAS DebtPro wishes to resolve this matter with the Director;

17 NOW THEREFORE, as evidenced by the signature(s) subscribed on this Order, DebtPro  
18 hereby CONSENTS to entry of this Order upon the Director’s Findings of Fact and Conclusions  
19 of Law as stated hereinafter.

20 **I.**

21 **FINDINGS OF FACT**

22 The Director FINDS that:

23 1. DebtPro is a California limited liability company with its principal office located at  
24 3972 Barranca Parkway, Suite J-212, Irvine, California 92606.

25 2. At all times relevant to this matter, DebtPro held itself out as providing debt  
26 management services as defined by ORS 697.602(2)(d), by receiving money in return for

Division of Finance and Corporate Securities  
Labor and Industries Building  
350 Winter Street NE, Suite 410  
Salem, OR 97301-3881  
Telephone: (503) 378-4387





1 obtaining or attempting to obtain as an intermediary on a consumer’s behalf a concession from a  
2 creditor including, but not limited to, a reduction in the principal, interest, penalties or fees  
3 associated with a debt.

4 3. At no time material to this Order was DebtPro registered in Oregon with the Director  
5 as a debt management service provider.

6 4. At no time material to this Order did DebtPro file a bond with the Director as required  
7 by Oregon law.

8 5. At all times relevant to this matter, the individual identified as “LO” was a resident of  
9 the State of Oregon.

10 6. In August of 2010, LO enrolled in DebtPro’s debt resolution program. The debt  
11 resolution program required LO to make 36 monthly payments of \$886.56. According to  
12 documentation received by the Oregon Division of Finance and Corporate Securities (“DFCS”),  
13 between \$565.04 and \$632.36 of each of LO’s first 18 payments to DebtPro was to be retained  
14 by DebtPro as its service fee for providing debt management services to LO. To date, LO has  
15 made at least eight monthly payments of \$886.56 to DebtPro in order to receive debt  
16 management services.

17  
18 **II.**

19 **CONCLUSIONS OF LAW**

20 The Director CONCLUDES that:

21 7. DebtPro performed debt management services as defined by ORS 697.602(2)(d)  
22 when it received money in return for obtaining or attempting to obtain as an intermediary on a  
23 consumer’s behalf a concession from a creditor including, but not limited to, a reduction in the  
24 principal, interest, penalties or fees associated with a debt.

25 8. DebtPro violated ORS 697.612 by engaging in the business of debt management  
26 service provider without being registered with the Director pursuant to ORS chapter 697.





1 B. A CIVIL PENALTY of \$5,000 (five thousand dollars) for performing debt  
2 management services without first filing a bond as required by ORS chapter 697; and

3 C. A CIVIL PENALTY of \$40,000 (forty thousand dollars) for eight violations of ORS  
4 697.692(1)(a) by charging a monthly fee in excess of \$65.

5 Suspension of Civil Penalty

6 14. The Director agrees to SUSPEND the collection of the \$50,000 CIVIL PENALTY  
7 assessed herein providing that DebtPro complies with all of the following terms and conditions:

8 A. Within 10 days from the effective date of this Order, DebtPro shall refund all monies  
9 paid by LO to DebtPro, less any amounts paid to LO's creditors. This refund must include any  
10 amount held on deposit for LO. DebtPro shall provide proof satisfactory to DFCS of the refund  
11 to LO.

12 B. DebtPro shall suspend all collection activities for interest on, or any fees or charges  
13 for, debt management services provided to Oregon consumers.

14 C. Within 10 days from the effective date of this Order, DebtPro shall either: (i) file an  
15 application to register with the Director as a debt management service provider pursuant to ORS  
16 697.632, or (ii) place a prominent disclaimer on its website, the websites of all affiliated  
17 companies, and in all promotional materials published by or for DebtPro, to the effect that its  
18 debt management services are not available to Oregon residents.

19 D. DebtPro shall comply with all terms and conditions set out in this Order and commit  
20 no new violations of the Oregon statutes regulating debt management service providers, ORS  
21 697.602 to 697.842, the rules adopted pursuant to ORS 697.632, or any order issued under ORS  
22 697.825.

23 15. If DebtPro complies with all of the terms and conditions set out in this Order and  
24 commits no new violations of the Oregon statutes regulating debt management service providers  
25 during the three-year period from the effective date of this Order, the Director WAIVES the  
26 collection of the suspended CIVIL PENALTY assessed herein.



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**CONSENT TO ENTRY OF ORDER**

I, Bryan Taylor, state that I am an officer of DebtPro 123, LLC (“DebtPro”), and I am authorized to act on its behalf; that I have read the foregoing Order and that I know and fully understand the contents hereof; that I and DebtPro have been advised of the right to a hearing and of the right to be represented by counsel in this matter; that DebtPro, voluntarily and without any force or duress, consents to the entry of this Order, expressly waiving any right to a hearing in this matter; that DebtPro neither admits nor denies the Findings of Fact and Conclusions of Law in the foregoing Order; that DebtPro, executes this Order as a settlement of the matters referred to in the foregoing Order; that DebtPro understands that the Director reserves the right to take further actions to enforce this Order or to take appropriate action upon discovery of other violations of the Oregon statutes regulating debt management service providers, ORS 697.602 to 697.842, the rules adopted pursuant to ORS 697.632, or any order issued under ORS 697.825, and that DebtPro will fully comply with the terms and conditions stated herein.

DebtPro further assures the Director that neither DebtPro, nor its officers, directors, employees or agents, will offer or provide debt management services in Oregon unless such activities are in full compliance with chapter 697 of the Oregon Revised Statutes.

DebtPro understands that this Order is a public document.

By: /s/ Bryan Taylor  
Signature

By: Bryan Taylor  
Printed Name

Office Held: President

**ACKNOWLEDGMENT**

State of CA

County of Orange

There appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, \_\_\_\_\_, who was first duly sworn on oath, and stated that he/she was and is an officer of DebtPro, and that he/she is authorized and empowered to sign this Order on behalf of DebtPro, and to bind it to the terms hereof.

\_\_\_\_\_  
Signature of Notary Public

Division of Finance and Corporate Securities  
Labor and Industries Building  
350 Winter Street NE, Suite 410  
Salem, OR 97301-3881  
Telephone: (503) 378-4387



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Orange

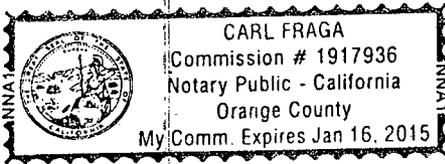
On Dec 20<sup>th</sup> 2011 before me, Carl Fraga, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Bryen Taylor  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature \_\_\_\_\_  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Consent to Entry of Order

Document Date: \_\_\_\_\_ Number of Pages: 6

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

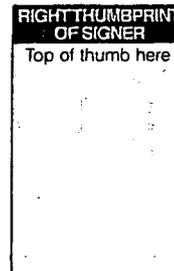
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_