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

STATE OF OREGON DEPARTMENT OF CONSUMER AND BUSINESS SERVICES DIVISION OF FINANCIAL REGULATION

In the Matter of:

Case No. DM-23-0021

Consumer Law Relief, LLC d/b/a Helbing Law Group, LLC, and Erik M. Helbing

FINAL ORDER TO CEASE AND DESIST AND FINAL ORDER ASSESSING CIVIL PENALTIES, ENTERED BY CONSENT

Respondents.

The Director of the Department of Consumer and Business Services for the State of Oregon (the "Director") investigated the business activities of Respondents Consumer Law Relief, LLC, d/b/a Helbing Law Group, LLC and Erik M. Helbing (collectively "Helbing Law") and determined that Helbing Law violated certain provisions of Oregon Revised Statutes ("ORS") 697.602 through 697.842 and Oregon Administrative Rules ("OAR") 441-910-0000 through 441-910-0200 (collectively, the "Oregon Debt Management Service Provider Law").

Helbing Law cooperated with the Division's investigation and wishes to settle this matter with the Director without admitting or denying the Findings of Fact or Conclusions of Law.

Now, therefore, as evidenced by the authorized signature(s) subscribed in this Order, Helbing Law hereby CONSENTS to entry of this Order upon the Director's Findings of Fact and Conclusions of Law below.

FINDINGS OF FACT

The Director FINDS that:

1. Consumer Law Relief, LLC is a Pennsylvania limited liability company doing business under the name Helbing Law Group, LLC ("HLG"), with a principal place of

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business located at 1328 2nd Ave Berwick, PA 18603.

- 2. Attorney Erik M. Helbing is the organizer of Consumer Law Relief, LLC and founding principal of HLG. Erik M. Helbing is licensed to practice law in the state of Pennsylvania and New Jersey, however, at all times material he was not licensed or authorized to practice law in the state of Oregon.
- 3. Helbing Law has never been registered with the Oregon Secretary of State to conduct business in Oregon and Helbing Law has never been registered with the Director as a debt management service provider ("DMSP").
- 4. Helbing Law has not obtained a surety bond that is required for licensed debt management service providers in Oregon.
- 5. For a fee, Helbing Law agreed to negotiate with creditors to settle the consumer debts of Oregonians through the reduction in the principal, interest, penalties or fees associated with such debt.
- 6. Between 2019-2021, Helbing Law offered to provide, or provided, services to at least 97 Oregon consumers that paid Helbing Law a total of approximately \$463,629.83 in fees as follows:

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1. KC - $9,575.83
                                             16. WP - $379.39
2. DM - $5,396.79
                                             17. PH - $0
3. HS - $2,627.98
                                             18. CB- $5,453.73
4. SLP - $4,745.86
                                             19. AA - $0
5. DT - $11,828.14
                                             20. RS - $5,715.42
6. KB - $8,798.09
                                             21. SC - $3,081.60
7. CO - $1,102.17
                                             22. JM - $6,519.75
8. DC - $4,623.25
                                             23. PA - $0
9. MW - $5,457.81
                                             24. JC - $0
                                             25. DB - $6,879.69
10. CB - $3,355.14
11. LT - $10.930.27
                                             26. HA - $0
                                             27. MC - $0
12. DH - $7,744.00
13. ES - $4070.01
                                             28. ES - $0
14. LB - $0
                                             29. AW - $2,017.84
15. HH - $1,204.98
                                             30. DT - $2,432.36
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	1	31. KG - \$0	65. FM - \$1,894.50	
	1	32. RH - \$0	66. BA - \$1,990.01	
	2	33. WR - \$0	67. LB - \$3,831.32	
	2	34. IM - \$0	68. DF - \$0	
	3	35. RM - \$6,373.05	69. GR – \$4,621.11	
	٥	36. BB - \$6,162.31	70. JL – \$4,883.59	
	4	37. BP - \$6,942.23	71. KT - \$3,009.91	
		38. AB - \$5,564.17	72. SS - \$0	
	5	39. JM - \$3,139.80	73. AB - \$12,966.59	
		40. CM - \$11,231.70	74. HH - \$2,145.68	
	6	41. JR - \$15,180.116	75. AAO - \$2,695.21	
	7 8	42. RN - \$4,627.05	76. DR - \$3,257.87	
		43. CS - \$3,994.39	77. AF - \$3,688.85	
		44. MD - \$9,977.43	78. DD - \$17,336.81	
		45. LM - \$1,392.33	79. FA - \$10,766.27	
	9	46. SM - \$0	80. FW - \$5,439.69	
		47. AP - \$3,341.53	81. AW - \$7,513.77	
	10	48. JL - \$4,832.37	82. JC - \$3,217.84	
		49. JF - \$0	83. GS - \$9,755.27	
	11	50. BF - \$5,517.45	84. JI - \$9,399.87	
		51. SE - \$8,826.38	85. MM - \$3,050.12	
	12	52. MT - \$0	86. GV - \$7,783.71	
	1.2	53. DG - \$4,543.96	87. ES - \$3,955.60	
	13	54. JS – \$5,669.15	88. SMT - \$372.73	
	14	55. JJ - \$11,090.44	89. AS - \$7,395.37	
		56. MB - \$5,155.42	90. BC - \$3,528.85	
	15	57. JD - \$9,532.27	91. BC - \$3,564.84	
		58. JS - \$6,538.96	92. LM - \$8,874.73	
	16	59. KH –\$4,419.69	93. PH - \$6,367.60	
I Regulation Building S. Suite 410 81 8-4387		60. MB - \$4,108.28	94. NS - \$11,074.00	
	17	61. DB – \$4,345.13	95. MS - \$0	
		62. KR - \$8,531.60	96. SB - \$11,366.40	
ries t NE -388	18	63. SN – \$6,856.28	97. TM – \$838.48	
dust dust stree 7301 503)	10	64. NA – \$5,209.61		
of H nd Im ter S ter S NR 9	19			
ision or an Win m, C	20	7. Following the Division's initial investigation, Helbi	ng Law provided	
Divi Lab 350 Sale Tele	20			
ON CUMER AND	21	voluntarily refunds to some clients and, as of October 19, 2023	, Helbing Law had	
		11.1		
A STORES	22	provided approximately \$79,369.00 in refunds to consumers identified in paragraph 6		
	22	0 On at least 07 aggregates Halling Lawy did not annot	do a dogument that	
	23	8. On at least 97 occasions, Helbing Law did not provi	de a document that	

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included all of the disclosures set forth in ORS 697.707(2) to those Oregon consumers for

whom it offered to perform a debt management service.



9. On at least 79 occasions, Helbing Law charged fees to Oregon consumers before making all of the disclosures set forth in ORS 697.707(2) and on at least 79 occasions, Helbing Law charged an initial fee greater than \$50.

CONCLUSIONS OF LAW

The Director CONCLUDES that:

- 10. By offering or providing Oregon consumers the services described in paragraph 5 of this Order, Helbing Law performed a "debt management service" as defined by ORS 697.602(2)(d).
- 11. By offering to perform a debt management service to 97 Oregon consumers without being registered with the Division, Helbing Law committed 97 violations of ORS 697.612(1)(a).
- 12. By offering to perform a debt management service to 97 Oregon consumers without having a surety bond, Helbing Law committed 97 violations of ORS 697.642.
- 13. By offering to perform a debt management service to 97 Oregon consumers before providing all necessary disclosures, Helbing Law committed 97 violations of ORS 697.707(2).
- 14. By charging fees to 79 Oregon consumers before providing all of the disclosures required by ORS 697.707(2), Helbing Law committed 79 violations of ORS 697.707(1) and by charging an initial fee greater than \$50, Helbing Law committed 79 violations of ORS 697.692(1)(a).
- 15. ORS 697.832(1) authorizes the Director to assess a civil penalty against Helbing Law of up to \$5,000.00 *per violation* of the Oregon Debt Management Service Provider Law.
 - 16. Because the Director has reason to believe that Helbing Law violated ORS

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697.612(1), ORS 697.642, ORS 697.707(1) and ORS 697.707(2)), the Director is authorized under ORS 697.825(1)(a) to order the company to cease and desist from violating these statutes.

ORDER

Now therefore, the Director issues the following ORDERS:

- 17. As authorized by ORS 697.825(1)(a), the Director ORDERS Consumer Law Relief, LLC d/b/a Helbing Law Group, LLC and Erik M. Helbing to CEASE AND DESIST from violating ORS 697.612(1), ORS 697.642, ORS 697.707(1) and ORS 697.707(2).
- 18. As authorized by ORS 697.832(1), the Director ORDERS Consumer Law Relief, LLC d/b/a Helbing Law Group, LLC and Erik M. Helbing, jointly and severally, to pay \$537,000.00 in CIVIL PENALTIES, allocated as follows:
 - A. \$145,500 for violating ORS 697.612(1);
 - B. \$97,000.00 for violating ORS 697.642;.
 - C. \$197,500 for violating 697.692(1)(a) and ORS 697.707(1); and
 - D. \$97,000.00 for violating ORS 697.707(2).
- 19. The Director SUSPENDS \$528,000.00 of the civil penalties, provided Consumer Law Relief, LLC d/b/a Helbing Law Group, LLC and Erik M. Helbing comply with these conditions:
 - A. For each consumer identified in paragraph 6, Helbing Law shall provide a refund of at least 60% of the fee listed for that consumer. In calculating the 60% threshold amount of refund to be paid to each consumer, Helbing Law may factor in the amounts that they have already refunded to that individual consumer. If a consumer has

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already received at least 60% of the fee listed in paragraph 6 from Helbing Law, this order does not obligate Helbing Law to provide an additional refund to such consumer.

- B. The maximum amount of refunds that Helbing Law is obligated to make to Oregon consumers pursuant to paragraph 19(A) is \$216,000.00
- C. Helbing Law shall complete the refunds to each Oregon consumer using reasonable efforts and means and provide the Division with proof of the refunds within fifteen months of the date of this Order;
- D. If Helbing Law cannot locate a particular Oregon consumer within fifteen months of the date of this Order, despite using all reasonable efforts and means to locate and notify the Oregon consumer of the impending refund, the company shall provide the refund to the Oregon State Treasury for distribution to the Oregon consumer if the latter claims the refund;
- E. Helbing Law shall return all funds currently held in its IOLTA account to the Oregon consumers identified in paragraph 6 of this Order within three months of the date of this Order; and
- F. Helbing Law shall not violate the Oregon Debt Management Service Provider Law or the terms of this Order.
- 20. If Helbing Law fails to satisfy the above conditions during the three-year period following the date of this Order, the suspended portion of the civil penalties, amounting to \$528,000.00 (less any amounts paid pursuant to paragraph 19(A)), will become immediately due and owing. If Helbing Law satisfies all of the above conditions,

ENTITY CONSENT TO ENTRY OF ORDER 1 2 I, Erik M. Helbing, am an officer or manager of Consumer Law Relief, LLC d/b/a 3 Helbing Law Group, LLC ("HLG"). I am authorized to act and sign on behalf of HLG. 4 I have read the foregoing Order, and I know and fully understand the contents hereof. I 5 have been advised of the right to a hearing and the right to be represented by counsel in 6 this matter. HLG voluntarily consents to the entry of this Order with no force or duress, 7 expressly waiving any right to a hearing in this matter and any rights to administrative or 8 judicial review of this Order. HLG understands that the Director reserves the right to 9 take further action to enforce this Order or to take action upon discovery that HLG has 10 committed other violations of the Oregon Debt Management Service Provider Law. HLG 11 along with its officers, directors, employees, or agents, will comply with the terms and 12 conditions stated herein. 13 HLG understands that this Order is a public document. 14 Signature: /s/ Erik M Helbing 15 Position Held: Member 16 17 ACKNOWLEDGMENT 18 19 State of Pennsylvania 20 County of Schuylkill 21 Signed or attested before me on the 25th of January 22 23 24 /s/ Quiana N Ramirez Notary Public 25 26

	1	CONSENT TO ENTRY OF ORDER		
Labor and Industries Building 350 Winter Street NE, Suite 410 Salem, OR 97301-3881 Telephone: (503) 378-4387	2	I, Erik M. Helbing, have read the foregoing Order, and I know and fully		
	3	understand the contents hereof. I have been advised of the right to a hearing and the right		
	4	to be represented by counsel in this matter. I voluntarily consent to the entry of this Order		
	5	with no force or duress, expressly waiving any right to a hearing in this matter and any		
	6	rights to administrative or judicial review of this Order. I understand that the Director		
	7	reserves the right to take further action to enforce this Order or to take action upon		
	8	discovery of other violations of the Oregon Debt Management Service Provider Law. I		
	9	agree to comply with the terms and conditions stated herein.		
	10	I understand that this Order is a public document.		
	11	G' /a/ Enils M Hallain a		
	12	Signature: /s/ Erik M Helbing		
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	14	ACKNOWLEDGMENT		
	15	State of D		
	16	State of _Pennsylvania County of _Schuylkill		
	17	25th		
	18	Signed or attested before me on the of		
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	21	<u>/s/ Quiana N Ramirez</u> Notary Public		
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