

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

In the Matter of:

Case No. S-18-0049

MARTIN L. HUDLER, an
Individual, AUGUSTINE FLORES,
an Individual, STRATEGIC
CAPITAL HOLDINGS LLC aka
STRATEGIC CAPITAL
HOLDINGS, LLC, a Revoked
Nevada Limited Liability Company,
and YORK AVENUE PROPERTIES,
LLC, a Dissolved Limited Liability
Company,

FINAL ORDER TO CEASE AND
DESIST, FINAL ORDER DENYING
USE OF EXEMPTIONS AND FINAL
ORDER ASSESSING CIVIL
PENALTIES, ENTERED BY DEFAULT

**AS AGAINST RESPONDENTS
AUGUSTINE FLORES, STRATEGIC
CAPITAL HOLDINGS LLC AND
YORK AVENUE PROPERTIES, LLC
ONLY**

Respondents.

On April 27, 2020, the Director of the Department of Consumer and Business Services for the State of Oregon (“Director”), by and through the Division of Financial Regulation (“Division”), served an Amended Order to Cease and Desist, Proposed Orders Denying the Use of Exemptions, and Proposed Order Assessing Civil Penalties (“Amended Notice”) on Martin L. Hudler (“Hudler”), Augustine Flores (“Flores”), Strategic Capital Holdings LLC aka Strategic Capital Holdings, LLC (“Strategic”) and York Avenue Properties, LLC (“York”) (collectively “Respondents”).

The Amended Notice offered Flores, Strategic and York an opportunity for a hearing if requested within 20 days of service of the Amended Notice.¹ The Amended Notice further informed Flores, Strategic and York that any Respondent that did not file a timely request for a hearing will have waived their right to a contested case hearing, and

¹ On June 28, 2018, the Director served Hudler with a Notice Order regarding this matter. On or around July 10, 2018, Hudler submitted a written request for a hearing. No further response was required from Hudler to preserve his right to a hearing, and a contested case hearing as against Hudler will be scheduled with the Office of Administrative Hearings.

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1 that if a hearing was not conducted against them because they did not timely request a
2 hearing or otherwise defaulted, then the designated portion of the Division’s file and all
3 materials submitted by Respondents in this case would automatically become part of the
4 contested case record for the purpose of proving a prima facie case.

5 The Director did not receive from Flores, Strategic and/or York a request for a
6 hearing, and the time to request a hearing has expired.

7 After considering the relevant portions of the Division’s file in this matter, the
8 Director finds that the record proves a prima facie case as against Respondents Flores,
9 Strategic and/or York, such that an Order of Default may be entered against such
10 Respondents only.

11 FINDINGS OF FACT

12 The Director FINDS that:

13 **Casino Venture**

14 1. On May 8, 2013, Meritage Ventures, LLC (“Meritage”) registered as a Nevada
15 limited liability company.² Meritage’s members were Coast Equities, LLC (“Coast”), a
16 Nevada limited liability company whose sole officer is Hudler, and Rock Managers, LLC,
17 an entity managed by David Wakefield (“Wakefield”). Meritage maintained a principal
18 place of business at 333 S. State St., Suite V-105, Lake Oswego, OR 97035 (“State St.
19 Office”).

20 2. In or around June 2013, Hudler offered the following investment opportunity
21 to an individual investor identified herein as “AC” (“Casino Investment”):

22 A. Meritage was raising \$450,000 to purchase and/or renovate a property
23 located in the Bahamas for the purpose of operating a casino;

24 B. \$300,000 had already been secured, of which Hudler and Wakefield
25 had contributed \$150,000, and Hudler sought the remaining \$150,000 from AC;

26 ² Nevada has since revoked Meritage’s registration.





1 C. AC would have no role in finalizing the acquisition or renovation of the
2 casino property;

3 D. AC would have no role in operating the casino; and

4 E. AC's investment would be secured by a membership interest in
5 Meritage, making it as "risk free" as possible.

6 3. Contrary to Hudler's assertions, Hudler and Wakefield did not contribute
7 \$150,000 to the Casino Investment. In fact, Meritage had not secured any funds for the
8 Casino Investment.

9 4. AC told Hudler he was concerned about investing in a foreign business operated
10 by savvy individuals. To assuage AC's concerns, Hudler offered to enter into an escrow
11 agreement with AC pursuant to which AC would retain control over the disbursement of
12 his investment funds.

13 5. On June 10, 2013, Hudler entered into an escrow agreement with AC ("Escrow
14 Agreement"). Under the terms of the Escrow Agreement:

15 A. Hudler and AC would deposit \$150,000 into an escrow account for the
16 purpose of funding the Casino Investment;

17 B. The funds would be administered by Alvin Garland ("Garland"), an
18 attorney licensed to practice law in the Bahamas; and

19 C. The disbursement of funds would require the written approval of both
20 Hudler and AC, except AC could unilaterally demand the return of his funds at any
21 time and for any reason.

22 6. Hudler failed to disclose to AC that Garland served as attorney for Meritage.

23 7. On June 13, 2013, AC, in accordance with the Escrow Agreement, transferred
24 \$100,000 to Garland to be deposited in an escrow account for the Casino Investment.
25 Garland was approximately 70 years old at the time.

26 8. Garland did not deposit AC's Casino Investment funds into an escrow account.



1 He deposited the funds into his client trust account, where they were identified as Meritage
2 funds. No escrow account was ever created for AC's Casino Investment funds.

3 9. Hudler knew the facts set forth in Paragraph (8) and failed to disclose them to
4 AC.

5 10. From on or around June 21, 2013 through on or around July 9, 2013, Hudler
6 directed Garland to make the following disbursements of AC's Casino Investment funds:

7 A. \$10,000 to Loro Partners, LLC ("Loro"), a revoked Nevada limited
8 liability company whose sole officer was Hudler's son, Brandon Hudler;

9 B. \$24,000 to Carl Enterprises, Ltd., the entity that owned the building in
10 which the casino was to operate;³

11 C. \$8,250 to Davcon Owner Services, Inc., a suspended California
12 corporation whose CEO was Wakefield;

13 D. \$4,019.76 to Centurion, a revoked Nevada limited liability company
14 whose officers were Hudler and Hudler's other son, Alexander Hudler.

15 E. \$35,000 to Family Collectibles, Inc., a suspended California corporation
16 engaged in the business of selling classic cars;

17 F. \$3,316 to Garland's law firm, for legal services Garland provided to
18 Meritage;

19 G. \$3,317 for airfare for Wakefield, his wife, and "RC", a potential investor
20 in the Casino Investment;

21 H. \$1,100 for hotel accommodations for Wakefield; and

22 I. \$640 in travel and accommodations for RC.

23 11. Garland disbursed AC's Casino Investment funds in accordance with Hudler's
24 directions.

25 12. AC had no knowledge of the foregoing disbursements nor did he approve of

26 ³ To date, Meritage has purchased neither the building nor the casino.

1 them, in writing or otherwise.

2 13. On August 14, 2013, AC's limited liability company became a member of
3 Meritage.

4 14. On or around November 2, 2013, AC communicated to Hudler his desire to
5 have his Casino Investment funds returned to him. Hudler failed to inform AC that the
6 majority of the funds had been spent. Hudler failed to facilitate the return of any of AC's
7 Casino Investment funds.

8 **Kingsland Property Venture**

9 Relevant Entities

10 15. On May 4, 2015, Strategic registered as a Nevada limited liability company.⁴
11 Strategic was managed by Flores and Hudler.

12 16. Strategic was owned by Flores, Hudler and Charles R. Markley ("Markley").

13 17. On June 4, 2015, York registered as an Oregon limited liability company.⁵
14 York was managed by Strategic and maintained a principal place of business at the State
15 St. Office.⁶

16 18. York was owned and managed by Strategic.⁷

17 19. On or around June 17, 2015, York obtained the title deed to Unit 101, Unit 102
18 and PK 1-12⁸ of a condominium located at 99 Kingsland Ave, Brooklyn, NY 11222
19 ("Kingsland Property").

20 Liens and Encumbrances

21 20. At the time of York's purchase, the Kingsland Property was subject to the
22 following liens and encumbrances:

23
24 ⁴ Nevada has since revoked Strategic's registration.

⁵ York administratively dissolved on August 3, 2017.

25 ⁶ York's registration filing identified Strategic as "Strategic Capital Holdings, LLC." Upon information
and belief, these are the same entity.

26 ⁷ York had a second owner in Kew Garden Property, LLC.

⁸ This represents twelve parking spaces on or adjacent to the condominium property.



- 1 A. On July 16, 2010, a \$2,479.16 lien was recorded on Unit 101;
2 B. On July 16, 2010, a \$7,225.74 lien was recorded on Unit 102; and
3 C. On August 9, 2011, a \$480,000 mortgage was recorded on Unit 102.

4 21. At the time of York’s purchase, the Kingsland property was subject to the
5 following litigation:

- 6 A. On or around July 8, 2014, JPMorgan Chase Bank (“JP Morgan”)
7 commenced action to foreclose on the August 9, 2011 mortgage on Unit 102; and
8 B. On or around October 23, 2014, the Metroplex Suites Condominium
9 Board of Managers commenced action to foreclose on the July 16, 2010 lien on
10 Unit 102.

11 22. In or around July 2015, an individual investor identified herein as “SK” loaned
12 \$77,100 to York. Hudler, acting as York’s manager, claimed York needed the funds to
13 refinance the Kingsland Property.⁹

14 23. Hudler promised to secure SK’s loan with a first-position mortgage on Unit 101
15 and PK 1-12.¹⁰

16 HP/RP

17 24. In or around July 2015, a married pair of individual investors identified herein
18 as “HP/RP” met with Flores to discuss retirement funding. Flores claimed to have
19 experience in real estate financing. HP/RP had no experience in real estate financing or
20 private money lending. They told Flores they wanted conservative and safe investments.

21 25. Flores told HP/RP that York was about to purchase Unit 101 but needed
22 additional funds to complete the transaction. He encouraged them to loan York \$400,000
23 to be secured by a first-position mortgage on the property (“York Loan”).

24 26. On or around July 31, 2015, York entered into a promissory note (“York Note”)

25 _____
26 ⁹ Upon information and belief, York never refinanced the Kingsland Property.

¹⁰ Markley drafted mortgage documents to this end, but Respondents never executed or recorded them.



1 with HP/RP's limited liability company, Map Real Estate LLC ("Map"). Under the terms
2 of the York Note:

3 A. The York Loan would be repaid within 180 days;

4 B. The York Note would be secured by a mortgage on Unit 101 and PK 1-
5 12, which would be executed concurrently with the note;

6 C. York would pre-pay Map \$21,000 in loan interest; and

7 D. York would pay Map a loan fee of \$8,000.

8 27. Hudler signed the York Note as manager of York.

9 28. Markley drafted mortgage documents to secure the York Loan against Unit 101
10 ("HP/RP Mortgage One"). The documents stated York held good and merchantable title
11 to Unit 101 free and clear of liens and encumbrances. On or around July 31, 2015, Hudler
12 signed HP/RP Mortgage One as manager of York.

13 29. Respondents utilized a title company to manage the York Loan. On or around
14 August 3, 2015, the title company requested HP's e-mail address to contact her regarding
15 items for her to review before closing. Flores responded, in part:

16 "Let me handle [HP] regarding what documents she needs to see.

17 She's not a typical lender who requires that she be notified of every
18 detail."

19 30. Respondents did not provide HP/RP with any documentation prior to the York
20 Loan.

21 31. On or around August 5, 2015, HP/RP loaned \$400,000 to York pursuant to the
22 terms of the York Loan. RP was 66 years old at the time.

23 32. The only documentation Respondents provided HP/RP after the York Loan was
24 the York Note.

25 33. HP/RP made the York Loan in reliance on:

26 A. Flores's proclaimed experience in real estate financing;





- 1 B. Flores’s characterization of the loan as conservative and safe; and
2 C. The alleged mortgage securing the loan.
3 34. At no time did Respondents inform HP/RP that:
4 A. York already held title to Unit 101 and PK 1-12;
5 B. Unit 101 and PK 1-12 were subject to the liens and encumbrances
6 described in Paragraphs (20)(A) and (36) (“Unit 101/PK Liens and
7 Encumbrances”); and/or
8 C. SK had loaned York \$77,100 to be secured by Unit 101 and PK 1-12.

9 York Loan Disbursements

10 35. In or around August 2015, following the closing of the York Loan transaction,
11 Hudler directed the following disbursements of the York Loan funds:

- 12 A. \$54,592 to York;
13 B. \$122,500 to Hudler;
14 C. \$85,100 to SK;
15 D. \$36,000 to Flores;
16 E. \$22,000 to Deschutes Partners, LLC (“Deschutes”), an entity owned by
17 Hudler and/or Alexander Hudler;¹¹ and
18 F. \$12,500 to Markley’s firm.

19 36. In or around August 2015, the title company disbursed additional York Loan
20 funds as follows:

- 21 A. \$27,983 to satisfy a lien on Unit 101;¹² and
22 B. \$12,918 to satisfy a lien on PK 1-12.

23 37. Respondents failed to satisfy any of the terms of the York Note within the note’s
24 180-day period.

25 _____
26 ¹¹ On or around January 28, 2016, Deschutes administratively dissolved.

¹² This is believed to be the same lien identified in Paragraph (21)(A).

1 38. In addition, despite assurances the York Loan would be secured by Unit 101
2 and PK 1-12, Respondents failed to record HP/RP Mortgage One.

3 Post-Loan Events

4 39. In or around March 2016:

5 A. The Board of Managers of the Kingsland Property approved the sale of
6 Unit 101 from York to Life C LLC (“Life C”) for \$170,000; and

7 B. Hudler directed the title company not to record HP/RP Mortgage One,
8 falsely claiming that HP/RP no longer wanted it recorded. Hudler further directed
9 the title company to remit to him the York Loan funds that had been set aside for
10 recording fees.

11 40. Shortly thereafter, the title company disbursed \$8,307 to Hudler.

12 41. On or around April 11, 2016, York sold Unit 101 to Life C.

13 42. Shortly thereafter, Markley drafted mortgage documents to secure the York
14 Loan with Unit 102 (“HP/RP Mortgage Two”). The documents stated York held good and
15 merchantable title to Unit 102 free and clear of liens and encumbrances. On or around
16 April 20, 2016, Flores signed HP/RP Mortgage Two as manager of Strategic and York.

17 43. At no time did Respondents inform HP/RP of the \$487,225.74 in liens and
18 encumbrances identified in Paragraphs 20(B) and (C) (“Unit 102 Liens and
19 Encumbrances”) or the related litigation.¹³

20 44. On or around April 28, 2016, Life C recorded the title deed for Unit 101.

21 45. On May 4, 2016, HP/RP Mortgage Two was recorded. At all times it has been
22 subordinate to the Unit 102 Liens and Encumbrances.

23 46. On or around May 8, 2017, Markley provided HP with:

24 A. A \$39,000 check from Strategic; and

25 _____
26 ¹³ On or around October 12, 2017, a judgment of foreclosure was entered in connection with Unit 102. JP Morgan was later granted ownership of the property.



1 B. A “Complete Deed in Lieu of Foreclosure,” (“Deed in Lieu”) drafted by
2 Markley.

3 47. The Deed in Lieu purported to convey title in Unit 101 and PK 1-12 to HP/RP’s
4 company, Map, in exchange for releasing York from all debts, notes, obligations and costs.

5 48. The Deed in Lieu:

6 A. Falsely stated that HP/RP Mortgage One had been recorded on August
7 12, 2015;¹⁴ and

8 B. Falsely stated it was “an absolute conveyance of title in effect as well as
9 form.” As noted, York had already sold Unit 101 to Life C, who had recorded the
10 title deed, and could not lawfully convey title of Unit 101 to HP/RP.

11 49. Flores signed the Deed in Lieu as manager of Strategic and York.

12 **Registration and Licensing**

13 50. At no time was the Casino Investment, including the Escrow Agreement, or any
14 instrument through which Hudler solicited and acquired AC’s Casino Investment funds,
15 registered under the Oregon Securities Law.

16 51. At no time was the York Note, or any instrument through which Respondents
17 solicited and acquired HP/RP’s York Loan funds, registered under the Oregon Securities
18 Law.

19 52. At no time have Hudler or Flores held an Oregon broker-dealer or securities
20 salesperson license.

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26 ¹⁴ In particular, the Deed in Lieu falsely claimed that HP/RP Mortgage One had been recorded in the Office of the Clerk of the Borough of Brooklyn as Document ID 201508110278002.



1 CONCLUSIONS OF LAW

2 The Director CONCLUDES that:

3 **Casino Venture**

4 53. The Casino Investment that Hudler offered and sold to AC, as documented in
5 the Escrow Agreement, is a security under ORS 59.015(19)(a), as it is evidence of
6 indebtedness and an investment contract. It is an investment contract because AC invested
7 money in a common enterprise with the expectation of profit to be made by the
8 management and control of others.

9 54. By offering and selling an unregistered security to AC, Hudler violated ORS
10 59.055.

11 55. By offering and selling an unregistered security to AC, Hudler transacted
12 business as a securities salesperson under ORS 59.015(18)(a).

13 56. By transacting business as a securities salesperson without being licensed under
14 the Oregon Securities Law, Hudler violated ORS 59.165(1).

15 57. Hudler made the following untrue statements of material fact to AC in
16 connection with the sale of the Casino Investment, in violation of ORS 59.135(2):

17 A. That Meritage had secured \$300,000 in Casino Investment funds;

18 B. That Hudler and Wakefield had personally invested \$150,000 in the
19 Casino Investment; and

20 C. That AC's investment funds would be deposited into an escrow account,
21 and disbursement of the funds would require AC's written approval.

22 58. Hudler omitted to state material facts needed to make the following statements
23 made to AC in connection with the sale of the Casino Investment not misleading, in
24 violation of ORS 59.135(2), as follows:

25 A. That AC would retain control over the investment funds, when in fact
26 Garland was serving as Meritage's attorney and acting at Hudler's direction; and

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1 B. That the funds would be used to purchase and/or renovate a casino
2 property, when in fact they were largely used for unrelated purposes, including the
3 disbursements described in Paragraph (10).

4 59. By compelling AC to enter into the Escrow Agreement under false pretenses,
5 such that AC had no knowledge or authority over how his Casino Investment funds were
6 disbursed and no power to have the funds returned to him, Hudler:

7 A. Engaged in an act, practice or course of business which operated as a
8 fraud or deceit upon AC, in violation of ORS 59.135(3); and

9 B. Employed a device, scheme or artifice to defraud AC, in violation of
10 ORS 59.135(1).

11 60. By omitting to provide AC with the material facts set forth in Paragraph (14),
12 Hudler prevented AC from discovering the truth about his investment and taking time-
13 sensitive actions to seek redress. As a result, the foregoing violations of ORS 59.135(3)
14 and ORS 59.135(1) were continuing violations from in or around June 2013 through in or
15 around November 2013.

16 **Kingsland Property Venture**

17 61. The York Note that Flores and Hudler, acting on behalf of York, offered and
18 issued Map and HP/RP in exchange for making the York Loan is a security under ORS
19 59.015(19)(a), as it is a note, evidence of indebtedness and an investment contract. It is an
20 investment contract because HP/RP invested money in a common enterprise with the
21 expectation of profit to be made by the management and control of others.

22 62. By offering and selling the York Note, an unregistered security, to Map and
23 HP/RP, Flores, Hudler and York violated ORS 59.055.

24 63. By offering and selling an unregistered security to Map and HP/RP, Flores and
25 Hudler transacted business as securities salespersons under ORS 59.015(18)(a).

26 64. By transacting business as securities salespersons without being licensed under



1 the Oregon Securities Law, Flores and Hudler violated ORS 59.165(1).

2 65. Respondents made the following untrue statements of material fact to HP/RP in
3 connection with the sale of the York Note, in violation of ORS 59.135(2):

4 A. York needed additional funds to purchase Unit 101;

5 B. The York Loan would be secured by a first-position mortgage on Unit
6 101;

7 C. HP/RP Mortgage One had been recorded on August 12, 2015;

8 D. The York Loan had been repaid;

9 E. The Deed in Lieu was an absolute conveyance of title of Unit 101 to
10 HP/RP;

11 F. York held title to Unit 101 and PK 1-12 free and clear of liens and
12 encumbrances;

13 G. York held title to Unit 102 free and clear of liens and encumbrances;
14 and

15 H. The York Loan was secured.

16 66. Respondents omitted to state material facts needed to make the following
17 statements made to HP/RP in connection with the sale of the York Note not misleading, in
18 violation of ORS 59.135(2):

19 A. The York Loan would fund York's purchase of Unit 101, when in fact
20 they were largely used for unrelated purposes, including the disbursements
21 described in Paragraph (35).

22 67. Strategic, Hudler and Flores engaged in an act, practice or course of business
23 which operated as a fraud or deceit upon HP/RP, in violation of ORS 59.135(3), and
24 employed a device, scheme or artifice to defraud HP/RP, in violation of ORS 59.135(1),
25 as follows:

26 A. Flores proclaimed his real estate financing experience in order to



1 persuade HP/RP to loan \$400,000 to York;

2 B. Flores misrepresented the purpose of the York Loan funds;

3 C. Flores directed the title company to refrain from communicating
4 directly with HP/RP, thereby preventing them from receiving material information
5 regarding the York Loan;

6 D. Hudler and Flores provided HP/RP with no documentation regarding
7 their investment, except for the York Note;

8 E. Hudler directed the disbursements of the York Loan to primarily benefit
9 Respondents;

10 F. Hudler directed the title company not to record HP/RP Mortgage One,
11 falsely claiming the loan had been repaid in order to receive an additional \$8,307
12 in loan funds;

13 G. Hudler and/or Flores directed Markley to draft mortgage documents and
14 the Deed in Lieu, all of which contained false information and omitted material
15 information about the Kingsland Property, to give HP/RP a false sense of security
16 regarding the York Loan, thereby preventing them from discovering the truth and
17 taking time-sensitive actions to seek redress.

18 68. For the reasons set forth in Paragraph (67), the foregoing violations of ORS
19 59.135(3) and ORS 59.135(1) were continuing violations from in or around July 2015
20 through in or around May 2017.

21 69. Flores and Hudler aided and abetted each other's Kingsland Property violations,
22 under ORS 59.995.

23 **General**

24 70. Because the Director has reason to believe that Respondents have engaged, are
25 engaging, or are about to engage in violations of the Oregon Securities Law, the Director
26 may issue an order to Respondents to cease and desist from violations of the Oregon

1 Securities Law under ORS 59.245(4).

2 71. Because the Director has reason to believe that Respondents have engaged or
3 are about to engage in violations of the Oregon Securities Law, or that the use of any
4 exemption by Respondents would work a fraud or imposition on purchasers, the Director
5 may deny Respondents the use of exemptions to the securities registration requirements
6 under ORS 59.045(2).

7 72. The Director may impose a civil penalty of up to \$20,000 *per violation*, and up
8 to \$100,000 for continuing violations, against any person who violates, or aids or abets the
9 violation of, the Oregon Securities Law, under ORS 59.995(1) and (2).

10 ORDERS

11 Now therefore, the Director issues the following ORDERS as against Flores,
12 Strategic and York Only:

13 73. As authorized by ORS 59.245(4), the Director hereby ORDERS Flores,
14 Strategic and York to CEASE AND DESIST from violating ORS 59.055, ORS 59.165 and
15 ORS 59.135.

16 74. As authorized by ORS 59.045(2), the Director hereby DENIES Flores, Strategic
17 and York, and any successor business entity or any business entity owned, operated, or
18 controlled by Flores, Strategic and/or York, the use of exemptions that would otherwise be
19 available to them under ORS 59.025 and ORS 59.035, concerning securities and
20 transactions exempt from the registration requirements of the Oregon Securities Law.

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1 75. As authorized by ORS 59.995, the Director hereby ORDERS that Flores,
2 Strategic and York be jointly and severally subject to a CIVIL PENALTY totaling
3 \$120,000 for violations relating to the Kingsland Property Venture, as follows:

4 A. \$20,000 for making untrue statements of material fact, in violation of
5 ORS 59.135(2);

6 B. \$20,000 for omitting to state material facts, in violation of ORS
7 59.135(2);

8 C. \$60,000 for their continuing violations of ORS 59.135(1) and (3);

9 D. \$10,000 for violating ORS 59.055; and

10 E. \$10,000 for violating ORS 59.165(1).

11
12 SO ORDERED this 4th day of June, 2020.

13
14 ANDREW R. STOLFI, Acting Director
15 Department of Consumer and Business Services

16
17 /s/ Dorothy Bean
18 Dorothy Bean, Chief of Enforcement
19 Division of Financial Regulation

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NOTICE OF RIGHT TO JUDICIAL APPEAL

You are entitled to judicial review of this order in accordance with ORS 183.482. You may request judicial review by filing a petition with the Court of Appeals in Salem, Oregon, within 60 days from the date this order is served. Note that under ORS 59.295(2), in the absence of a timely demand for a hearing, no personal shall be entitled to judicial review of the order.

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