

STATE OF OHIO
OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION SECTION

IN THE MATTER OF:

Angel Lopez
12414 Hunting Birds Lane
Charlotte, NC 28278
Individually, and doing business as
United Receivables Group, LLC,
Nationwide Credit Solutions, LLC,
and Allstate Check Services, LLC

And

Felix Lopez
206 Pear Tree Court
Fort Mill, SC 29715
Individually, and doing business as
United Receivables Group, LLC,
Nationwide Credit Solutions, LLC,
and Allstate Check Services, LLC

And

United Receivables Group, LLC
572 John Ross Parkway, Ste. 107 #12
Rock Hill, SC 29730

And

Nationwide Credit Solutions, LLC
2879 Highway 160 W, #3496
Fort Mill, SC 29708

And

Allstate Check Services, LLC
1750 Highway 160 W, Ste. 320
Fort Mill, SC 29708

DOCKET NO. 482675

ASSURANCE OF
VOLUNTARY COMPLIANCE

RECEIVED
ATTORNEY GENERAL OF OHIO

MAR 09 2017

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

This Assurance of Voluntary Compliance ("Assurance") is entered into this 14 day of February, 2017 by and between Angel Lopez, Felix Lopez, United Receivables Group, LLC (hereinafter "URG"), Nationwide Credit Solutions, LLC ("NCS") and Allstate Check Services, LLC ("ACS") and Michael DeWine, Attorney General of the State of Ohio ("Attorney General").

For purposes of this Assurance, "Suppliers" means, Angel Lopez, Felix Lopez, URG, NCS, and ACS, doing business using their own names or any other business names, and their directors, owners, agents, representatives, salespersons, employees, independent contractors, successors, and assigns, and all persons acting in concert or participation with them, directly or indirectly, through any corporate device, partnership or association.

For purposes of this Assurance, the Ohio Consumer Sales Practices Act ("CSPA") means Ohio Revised Code ("R.C.") 1345.01 et seq. and the Substantive Rules adopted thereunder.

For purposes of this Assurance, the Fair Debt Collection Practices Act ("FDCPA") means 15 U.S.C. 1692 et seq.

WHEREAS, the Attorney General, having reasonable cause to believe that Suppliers have engaged in acts and practices in Ohio that violate the CSPA and the FDCPA related to nine consumers alleging violations and has conducted an investigation pursuant to the authority granted to the Attorney General by R.C. 1345.06;

WHEREAS, the Attorney General may, pursuant to R.C. 1345.06(F), enter into and accept an Assurance of Voluntary Compliance;

WHEREAS, this Assurance of Voluntary Compliance is an assurance in writing by Suppliers of their intent to conduct their business in a manner designed to comply with the CSPA and the FDCPA.

WHEREAS, Suppliers desire to comply with all aspects of the CSPA and the FDCPA, Suppliers are hereby voluntarily entering into this Assurance with the Attorney General;

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, the parties **AGREE** as follows:

- (a) The "Effective Date" shall mean the date that is indicated on the first page of this Assurance.
- (b) By accepting this written Assurance, the Attorney General agrees to terminate the current investigation of Suppliers' business practices and actions occurring on or before the Effective Date of this Assurance.
- (c) By giving this written Assurance, Suppliers agree to comply with all the terms of this Assurance and to conduct their business in compliance with all applicable state and federal laws, including without limitation, the CSPA and the FDCPA.

BACKGROUND AND STATEMENT OF FACTS

- (1) URG is a limited liability company registered in South Carolina with its principal business location at 775 Addison Avenue, Rock Hill, South Carolina, 29730. URG engages in business throughout the State of Ohio as well as throughout the United States.
- (2) URG is affiliated with NCS, a limited liability company registered in South Carolina with its principal place of business at 2879 Highway 160 W, #3496, Fort Mill, South Carolina, 29708.

- (3) URG is affiliated with ACS, a limited liability company registered in South Carolina with its principal place of business at 1750 Highway 160 W STE 320, Fort Mill, SC 29708.
- (4) URG, NCS, and ACS are "suppliers" as that term is defined in R.C. 1345.01(C) of the CSPA as they were, at all times relevant herein, engaged in the business of effecting consumer transactions by enforcing or attempting to enforce the payment of debts allegedly owed by consumers, which arose from consumer transactions, for purposes that were primarily personal, family, or household within the meaning specified in R.C. 1345.01(A) and (D), from individuals in the State of Ohio and across the United States.
- (5) URG, NCS, and ACS are each "debt collectors" as that term is defined in 15 U.S.C. 1692(a)(6) as they have, at all times relevant herein, used an instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of debts, as defined by 15 U.S.C. 1692(a)(5), or regularly collected or attempted to collect, directly or indirectly, debts owed or due or asserted to be owed or due another, from individuals in the State of Ohio and across the United States.
- (6) Suppliers purchased debts from various creditors or entities for the purpose of attempting to collect debts from consumers.
- (7) Suppliers collected, or attempted to collect, debts from nine consumers alleging violations by using prohibited debt collection methods in the State of Ohio. The alleged prohibited debt collection methods utilized toward nine consumers alleging violations include the following:
 - A. Suppliers committed unfair, deceptive, and unconscionable acts or practices in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345.03(A) by using debt collection methods that violate the FDCPA, 15 U.S.C. 1692 – 1692p.

- B. Suppliers attempted to collect on alleged debts through telephone calls and emails sent to consumers.
- C. Suppliers attempted to collect on debts that were not owed by the consumers contacted by the Suppliers.
- D. Suppliers called third parties not connected to or liable for the debts and divulged information about the debts allegedly owed by consumers.
- E. Suppliers continued to place telephone calls to consumers' places of employment after consumers or representatives of the employers instructed Suppliers to cease calling those telephone numbers.
- F. Suppliers engaged in conduct that was harassing or abusive to consumers in an effort to intimidate consumers into paying debts allegedly owed.
- G. Suppliers placed multiple telephone calls within a short period of time to consumers, or to consumers' employers or relatives, for the purpose of annoying or harassing consumers at the called numbers.
- H. Suppliers collected or attempted to collect debts allegedly owed by consumers by giving the consumers false or misleading information.
- I. Suppliers attempted to collect debts allegedly owed by threatening actions against the consumers when the suppliers had no legal authority or intention to take those threatened actions.
- J. Suppliers represented to consumers, expressly or by implication, that the consumers could be arrested for failing to pay the alleged debts in question.
- K. Suppliers threatened legal action against consumers without authority or intention to take such action.

- L. Suppliers made false representations concerning garnishment of consumers' wages to consumers' relatives or employers.
- M. Suppliers made false representations in a written communication to a consumer that Suppliers were informing credit bureaus and that the consumer's Social Security Number would be put on hold by the U.S. Government if the consumer did not respond positively.
- N. Suppliers failed to provide written notices to consumers, within five days after initial telephone contact, that contained the following information: the amount of the debt, the name of the creditor, a statement that unless the consumer disputes the validity of the debt within thirty days the Suppliers will assume the debt is valid, the process by which the consumer may request verification of a debt, and a statement that upon the consumer's written request, within thirty days, the Suppliers would provide the name of the creditor, if different from the current creditor.
- O. When consumers requested that Suppliers send documentation that verified that the consumers owed the alleged debts, Suppliers refused to do so or represented that they would do so, but did not, and continued collection activities.

COMPLIANCE PROVISIONS

- (8) From the Effective Date of this Assurance forward, Suppliers shall refrain from violating state and federal laws and regulations, including but not limited to the CSPA and the FDCPA, including refraining from engaging in the following specific conduct:
- (9) Communicating that consumers owe debts when communicating with any persons—other

than consumers—for the purposes of acquiring location information.

- (10) Engaging in conduct the natural consequence of which is to harass, oppress, or abuse persons in connection with the collection of a debt.
- (11) Placing multiple telephone calls within a short period of time to consumers, or to consumers' employers or relatives, for the purposes of annoying or harassing consumers at the called numbers.
- (12) Attempting to collect on debts that are not owed by the consumers contacted by the Supplier.
- (13) Using false or misleading representations to collect or attempt to collect debts or to obtain information concerning consumers.
- (14) Threatening to take legal actions when there is no legal authority or intention to do so.
- (15) Taking or threatening to take non-judicial action against consumers' real or personal properties or wages when there is no legal authority or intention to do so.
- (16) Falsely representing or implying to consumers that nonpayment of debts will result in the arrest or imprisonment of the consumers or the seizure, garnishment, attachment, or sale of any of the consumers' property or wages when there is no legal authority or intention to do so.
- (17) Failing to provide written notices to consumers, within five days after initial telephone contact, that contain the following information: the amount of the debt, the name of the creditor, a statement that unless the consumer disputes the validity of the debt within thirty days, the Supplier will assume the debt is valid, the process by which the consumer may request verification of a debt, and a statement that upon the consumer's written

request within thirty days, the Suppliers will provide the name of the creditor, if different from the current creditor.

- (18) Communicating with persons other than the consumer more than once, when not requested to do so by such person, without reasonably believing that the earlier response of such person was erroneous or incomplete and that such person now has correct or complete location information.
- (19) Communicating with consumers in the collection of debts at the consumers' places of employment when the Suppliers know or have reason to know that the consumers' employers prohibit the consumers from receiving such communications.
- (20) Communicating with persons other than the consumers in the collection of debts without the prior consent of the consumers.

GENERAL PROVISIONS

- (21) Suppliers understand and agree that this Assurance applies to any related owners, principals, officers, directors, agents, representatives, salespersons, employees, instructors, independent contractors, successors and assigns.
- (22) This Assurance shall be governed by the laws of the State of Ohio.
- (23) This Assurance is entered into by Suppliers of their own free and voluntary act and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed by this Assurance.
- (24) This Assurance does not constitute an approval by the Attorney General of any of Suppliers' business practices, and Suppliers shall not represent directly or indirectly, or in any way whatsoever, that the Attorney General has sanctioned, condoned, or approved any part or aspect of their business practices.

- (25) This Assurance sets forth the entire agreement between the Attorney General and Suppliers and supersedes all prior agreements or understandings, whether written or oral, between the parties and/or their respective counsel with respect to the subject matter hereof. This Assurance may be amended by written agreement between the Parties, subject to any further requirements under state law.
- (26) The Parties acknowledge that no other promises, representations, or agreements of any nature have been made or entered into by the Parties. The Parties further acknowledge that this Assurance constitutes a single and entire agreement that is not severable or divisible, except that if any provision herein is found to be legally insufficient or unenforceable, the remaining provisions shall continue in full force and effect.
- (27) Suppliers shall negotiate in good faith, through the Office of the Attorney General, any consumer complaints filed with this Office concerning Suppliers' conduct occurring prior to or after the Effective Date of this Assurance, which are brought by consumers who are discovered after entering into this Assurance. Any allegations asserted by the nine consumers herein shall not be deemed admitted by the Suppliers.
- (28) This Assurance is a public record and shall be maintained in the Attorney General's Public Inspection File.

PAYMENT TO THE STATE AND RESTITUTION

- (29) As part of the consideration for the termination of the Attorney General's investigation of the Suppliers under the CSPA, R.C. 1345.01 et seq., suppliers shall pay Two Hundred Fifty Dollars (\$250.00) in damages to each of the nine consumers alleging violations, for a total of Two Thousand Two Hundred Fifty Dollars (\$2,250.00), to be paid to the Ohio Attorney General for distribution to the nine consumers.

- (30) As part of the consideration for the termination of the Attorney General's investigation of the Respondents under the CSPA, R.C. 1345.01 et seq., suppliers shall pay Four Thousand Dollars (\$4,000) to the Ohio Attorney General to be placed in the Consumer Protection Enforcement Fund as reimbursement for reasonable costs of the investigation and to be used by the Attorney General as provided by R.C. 1345.51.
- (31) The amounts referenced in the preceding two paragraphs shall be due upon the execution of this Assurance and shall be submitted to the Attorney General's Office, Consumer Protection Section, Financial Specialist, 30 E. Broad St., 14th Floor, Columbus, Ohio 43215, in the form of a certified check or money order, made payable to "The Ohio Attorney General."

PENALTIES FOR FAILURE TO COMPLY

- (32) The Attorney General may assert any claim that Suppliers have violated this Assurance in a separate civil action to enforce this Assurance against Suppliers and the court shall apply applicable standards of law to determine damages per any subsequent violations, which may include any and all remedies available to the Attorney General pursuant to R.C. 1345.07.
- (33) Pursuant to R.C. 1345.06(F), this Assurance is not, and shall not be construed as, evidence of any violation of the CSPA by Suppliers. Evidence of a violation of an Assurance of Voluntary Compliance, though, is prima-facie evidence of an act or practice in violation of the CSPA if presented after the violation in an action brought under the CSPA.
- (34) This Assurance shall in no way exempt Suppliers from any other obligations imposed by law, and nothing contained herein shall relieve Suppliers of any legal responsibility for

any acts or practices engaged in by Suppliers other than those acts specifically resolved by this Assurance.

- (35) Nothing in this Assurance shall in any way preclude any investigative or enforcement action against Suppliers under any legal authority granted to the Attorney General: (a) With respect to the transactions or occurrences that are the subject of this enforcement action, if the terms of this Assurance are not fully obeyed; or (b) With respect to transactions or occurrences that are not the subject of this action.

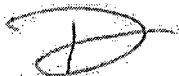
- (36) **WHEREFORE**, the parties hereto affix their signatures in recognition and acceptance of the terms contained herein on this 1st day of February, 2017.

SIGNATURES

Accepted:

MICHAEL DEWINE
ATTORNEY GENERAL

BY: _____



Date: 3.9.17

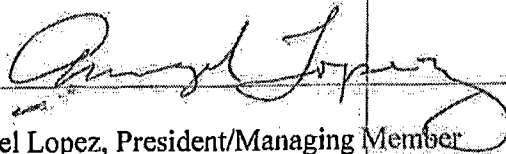
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Counsel for the Ohio Attorney General

Accepted:

Angel Lopez, Individually and as President/Managing Member of United Receivables Group, LLC, Nationwide Credit Solutions, LLC and Allstate Check Services, LLC

BY:



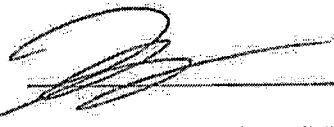
Date: 2-1-2017

Angel Lopez, President/Managing Member
12414 Hunting Birds Lane
Charlotte, North Carolina 28278

Accepted:

Felix Lopez, Individually and as President/Managing Member of United Receivables Group, LLC, Nationwide Credit Solutions, LLC and Allstate Check Services, LLC

BY:



Date: February 1, 2017

Felix Lopez, President/Managing Member
206 Pear Tree Court
Fort Mill, South Carolina 29715

Chad V. Echols

BY:



Date: 2/2/17

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Rock Hill, South Carolina 29731

Counsel for Suppliers