
 *
IN THE MATTER OF: *
 *
OPTIMA ADVOCATES, INC. *
(“Optima”) *
 *
OPTIMA STUDENT LOAN *
SERVICES, LLC *
(“SLS”) *
 *
LOANHERO, INC. *
(“LoanHero”) *
 *
MONTEREY FINANCIAL SERVICES *
LLC d/b/a MONTEREY COLLECTION *
SERVICES *
NMLS # 253155 *
(“Monterey”) *
 *
 (collectively, “Respondents”) *
 *

ORDER TO MAKE RESTITUTION
NOTICE OF INTENT TO ISSUE
ORDER TO CEASE AND DESIST
NOTICE OF INTENT TO IMPOSE
CIVIL PENALTY
 AND
NOTICE OF RIGHT TO HEARING

I. LEGAL AUTHORITY AND JURISDICTION

1. The Banking Commissioner (“Commissioner”) is charged with the administration of Sections 36a-671 to 36a-671f, inclusive, of Part II of Chapter 669 of the Connecticut General Statutes, “Debt Adjusters and Debt Negotiation”, and Sections 36a-555 to 36a-573, inclusive, of Part III of Chapter 668 of the Connecticut General Statutes, “Small Loan Lenders”.

2. Pursuant to the authority granted by Section 36a-17 of the Connecticut General Statutes, in effect at such time, the Commissioner, through the Consumer Credit Division of the Department of Banking (“Department”), has investigated the activities of Respondents to determine if they have violated, are violating or are about to violate the provisions of the Connecticut General Statutes within the jurisdiction of the Commissioner (“Investigation”).

3. As a result of the Investigation, the Commissioner has reason to believe that Optima has violated Section 36a-671(b) of the Connecticut General Statutes, in effect at such time.

4. As a result of the Investigation, the Commissioner has reason to believe that SLS has violated Sections 36a-671(b) and 36a-556 of the Connecticut General Statutes, in effect at such time.

5. As a result of the Investigation, the Commissioner has reason to believe that LoanHero has violated Section 36a-556 of the Connecticut General Statutes, in effect at such time.

6. As a result of the Investigation, the Commissioner has reason to believe that Monterey has violated Section 36a-556 of the Connecticut General Statutes, in effect at such time.

7. As a result of the Investigation, the violation alleged by the Commissioner against Optima forms the basis to issue an order to cease and desist against Optima pursuant to Section 36a-671a(b) of the Connecticut General Statutes and Section 36a-52(a) of the Connecticut General Statutes, as amended by Public Act 21-130, to issue an order to make restitution against Optima pursuant to Section 36a-671a(b) and 36a-50(c) of the Connecticut General Statutes, and to issue a civil penalty against Optima pursuant to Section 36a-671a(b) of the Connecticut General Statutes and Section 36a-50(a) of the Connecticut General Statutes, as amended by Public Act 21-130.

8. As a result of the Investigation, the violations alleged by the Commissioner against SLS form the basis to issue an order to cease and desist against SLS pursuant to Sections 36a-570(b) and 36a-671a(b) of the Connecticut General Statutes and Section 36a-52(a) of the Connecticut General Statutes, as amended, to issue an order to make restitution against SLS pursuant to Sections 36a-570(b), 36a-671a(b) and 36a-50(c) of the Connecticut General Statutes, and to issue a civil penalty against SLS pursuant to Sections 36a-570(b) and 36a-671a(b) of the Connecticut General Statutes, and Section 36a-50(a) of the Connecticut General Statutes, as amended.

9. As a result of the Investigation, the violations alleged by the Commissioner against LoanHero and Monterey form the basis to issue an order to cease and desist against LoanHero and Monterey pursuant to Sections 36a-570(b) of the Connecticut General Statutes and Section 36a-52(a) of the Connecticut General Statutes, as amended, issue an order to make restitution against LoanHero and

Monterey pursuant to Sections 36a-570(b) and 36a-50(c) of the Connecticut General Statutes, and to issue a civil penalty against LoanHero and Monterey pursuant to Section 36a-570(b) of the Connecticut General Statutes and Section 36a-50(a) of the Connecticut General Statutes, as amended.

II. MATTERS ASSERTED

10. Optima was a California corporation with an office at 19900 MacArthur Blvd, Suite 280, Irvine, California, which was formed on June 25, 2017 and dissolved on July 29, 2020.

11. SLS is a purported California limited liability company with an office at 17981 Sky Park Circle, Suite B, Irvine, California, which does not appear to have ever been registered to do business with the California Secretary of State.

12. Fidelity Tax Relief LLC (“Fidelity”) is a California limited liability company formed on April 15, 2014, with an office at 17742 Irvine Boulevard, Suite 201, Tustin, California.

13. LoanHero was a Delaware corporation, which at all times relevant herein had an office at 750 B Street, Suite 1410, San Diego, California.

14. Monterey is a California limited liability company with an office at 4095 Avenida De La Plata, Oceanside, California, which was not licensed as a small loan company in Connecticut until May 1, 2020, as well as a consumer collection agency since August 28, 1991, and a sales finance company since January 15, 2009.

15. At all relevant times hereto, Optima and SLS advertised and purported to offer debt negotiation services in this state for, or with the expectation of, compensation in connection with those services.

16. The Department received a complaint from a Connecticut consumer (“Complainant”) regarding services offered by Respondents.

17. In or about May 2017, Complainant entered into two contracts with SLS: a “Service Agreement” and “Unbundled Agreement for Student Loan Services” (collectively “Agreement”).

18. In or about May 2017, pursuant to the Agreement, Complainant agreed to pay to SLS a total of Ten Thousand Dollars (\$10,000.00) for the purported loan modification services, which were itemized

and designated as “Resolution FeePrivet Loan Negotiations”, a fee which was then ultimately paid by Complainant by and through a Promissory Note as defined in Paragraph 27 below.

19. The sum the Complainant paid to SLS in connection with such services in or about May of 2017 is in excess of amounts that debt negotiators may charge pursuant to the Schedule of Maximum Fees established by the Commissioner on or about October 1, 2009 (“Schedule of Maximum Fees”). The Schedule of Maximum Fees permits a debt negotiator of unsecured debt to collect total aggregate fees, including the initial fee and service fees, not to exceed ten percent (10%) of the amount by which the consumer’s debt is reduced.

20. As part of the Agreement, the Complainant entered into a “Limited Power of Attorney” drafted on SLS letterhead, granting the “Private Student Loan Aid Center” the authority to communicate with creditors, obtain information regarding Complainant’s debts and accounts and make arrangements for the payment/settlement of such accounts or debts.

21. In furtherance of the Agreement, on or about May 17, 2017, upon the direct recommendation and facilitation of SLS, the Complainant entered into a “Promissory Note and Disclosures” (“Note”) with First Electronic Bank. The goods or services being purchased in connection with the Note were stated as “Service Loans” and the Seller is denoted as Fidelity. Subsequently, after entering into the Note, LoanHero held the Note and received payments on the same. The amount financed was originally Twelve Thousand Five Hundred Dollars (\$12,500.00) to be repaid over a span of sixty (60) monthly payments of Three Hundred Seventeen and 35/100 Dollars (\$317.35)¹, each at an annual percentage rate of 17.99%. The total amount of payments due to Fidelity was Nineteen Thousand Forty and 99/100 Dollars (\$19,040.99). The Complainant made payments of principal and interest on the Note in a total amount of Seventeen Thousand Seven Hundred Twenty-Two and 99/100 Dollars (\$17,722.99).

22. LoanHero held the Note from May 17, 2017 until September 27, 2019, during which time it accepted directly from Complainant and credited to Complainant’s account principal payments totaling

¹The Note calls for 59 payments of \$317.35 and 1 payment of \$317.34.

Four Thousand Eight Hundred Ninety-One and 35/100 Dollars (\$4,891.35) and interest payments totaling Four Thousand Three Hundred Twelve and 10/100 Dollars (\$4,312.10).

23. LoanHero assigned the Note to Monterey on September 27, 2019 and Monterey held the Note through July 27, 2020, during which time it accepted directly from Complainant and credited to Complainant's account principal payments totaling Seven Thousand Six Hundred Eight and 65/100 Dollars (\$7,608.65) and interest payments totaling Nine Hundred Ten and 89/100 Dollars (\$910.89).²

24. From at least May 17, 2017 until June 4, 2018, representatives from Optima and SLS communicated with the Complainant and actively engaged in debt negotiation activity with the Complainant's student loan servicer, including, but not limited to, gathering financial documentation and information from the Complainant and communicating and negotiating directly with the student loan servicer in connection with the loans held on behalf of the Complainant.

25. At no time relevant hereto was Optima or SLS licensed to engage or offer to engage in debt negotiation in this state, nor did either Respondent qualify for an exemption from such licensure.

26. At no time relevant hereto was SLS or LoanHero licensed as a small loan lender in Connecticut, nor did either Respondent qualify for an exemption from such licensure.

27. At no time prior to May 1, 2020 was Monterey licensed as a small loan lender in Connecticut, nor did Monterey qualify for an exemption from such licensure.

²It is acknowledged that Monterey obtained its small loan license in this state on May 1, 2020, and that any funds received in accordance with the Note after that date are not at issue within this Notice.

III. STATUTORY BASIS FOR ORDER TO MAKE RESTITUTION, ORDER TO CEASE AND DESIST AND IMPOSITION OF CIVIL PENALTY

1. Optima's engaging or offering to engage in debt negotiation in this state without obtaining the required license, as more fully described in paragraphs 10, 15 through 18, inclusive, 21, 24 and 25 of the Matters Asserted, constitutes at least one violation of Section 36a-671(b) of the Connecticut General Statutes, in effect at such time. Such violation forms the basis to issue an order to cease and desist pursuant to Section 36a-671a(b) of the Connecticut General Statutes and Section 36a-52(a) of the Connecticut General Statutes, as amended, to issue an order to make restitution pursuant to Sections 36a-671a(b) and 36a-50(c) of the Connecticut General Statutes, and impose a civil penalty pursuant to Section 36a-671a(b) of the Connecticut General Statutes and Section 36a-50(a) of the Connecticut General Statutes, as amended. Section 36a-50(a) of the Connecticut General Statutes, as amended, authorizes the Commissioner to impose a civil penalty upon Optima in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation.

2. SLS's engaging or offering to engage in debt negotiation in this state without obtaining the required license, as more fully described in paragraphs 11, 15 through 21, inclusive, 24 and 25 of the Matters Asserted, constitutes at least one violation of Section 36a-671(b) of the Connecticut General Statutes, in effect at such time. Such violation forms the basis to issue an order to cease and desist pursuant to Section 36a-671a(b) of the Connecticut General Statutes and Section 36a-52(a) of the Connecticut General Statutes, as amended, to issue an order to make restitution pursuant to Sections 36a-671a(b) and 36a-50(c) of the Connecticut General Statutes, and impose a civil penalty pursuant to Section 36a-671a(b) of the Connecticut General Statutes and Section 36a-50(a) of the Connecticut General Statutes, as amended. Section 36a-50(a) of the Connecticut General Statutes, as amended, authorizes the Commissioner to impose a civil penalty upon SLS in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation.

3. SLS's offering, soliciting, brokering, directly or indirectly arranging, placing or finding a small loan for a prospective Connecticut borrower, without obtaining the required license, as more fully

described in paragraphs 11, 16, 18, 21 and 26 of the Matters Asserted, constitutes at least one violation of Section 36a-556 of the Connecticut General Statutes, in effect at such time. Such violation forms the basis to issue an order to cease and desist pursuant to Section 36a-570(b) of the Connecticut General Statutes and Section 36a-52(a) of the Connecticut General Statutes, as amended, to issue an order to make restitution pursuant to Sections 36a-570(b) and 36a-50(c) of the Connecticut General Statutes, and impose a civil penalty pursuant to Section 36a-570(b) of the Connecticut General Statutes and Section 36a-50(a) of the Connecticut General Statutes, as amended. Section 36a-50(a) of the Connecticut General Statutes, as amended, authorizes the Commissioner to impose a civil penalty upon SLS in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation.

4. LoanHero's making or offering, soliciting, brokering, directly or indirectly arranging, placing or finding a small loan for a prospective Connecticut borrower and receiving payments of principal and interest in connection with a small loan made to a Connecticut borrower without obtaining the required license, as more fully described in paragraphs 13, 16, 22, 21, 23 and 26 of the Matters Asserted, constitutes at least one violation of Section 36a-556 of the Connecticut General Statutes, in effect at such time. Such violation forms the basis to issue an order to cease and desist pursuant to Section 36a-570(b) of the Connecticut General Statutes and Section 36a-52(a) of the Connecticut General Statutes, as amended, issue an order to make restitution pursuant to Sections 36a-570(b) and 36a-50(c) of the Connecticut General Statutes, and impose a civil penalty pursuant to Section 36a-570(b) of the Connecticut General Statutes and Section 36a-50(a) of the Connecticut General Statutes, as amended. Section 36a-50(a) of the Connecticut General Statutes, as amended, authorizes the Commissioner to impose a civil penalty upon LoanHero in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation.

5. Monterey's receiving payments of principal and interest in connection with a small loan made to a Connecticut borrower and purchasing, acquiring or receiving assignment of a small loan made to a Connecticut borrower without obtaining the required license, as more fully described in paragraphs 14, 16, 23 and 27 of the Matters Asserted, constitutes at least one violation of Section 36a-556 of the

Connecticut General Statutes, in effect at such time. Such violation forms the basis to issue an order to cease and desist pursuant to Section 36a-570(b) of the Connecticut General Statutes and Section 36a-52(a) of the Connecticut General Statutes, as amended, issue an order to make restitution pursuant to Sections 36a-570(b) and 36a-50(c) of the Connecticut General Statutes, and impose a civil penalty pursuant to Section 36a-570(b) of the Connecticut General Statutes and Section 36a-50(a) of the Connecticut General Statutes, as amended. Section 36a-50(a) of the Connecticut General Statutes, as amended, authorizes the Commissioner to impose a civil penalty upon Monterey in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation.

IV. ORDER TO MAKE RESTITUTION, NOTICE OF INTENT TO ISSUE ORDER TO CEASE AND DESIST, NOTICE OF INTENT TO IMPOSE CIVIL PENALTY AND NOTICE OF RIGHT TO HEARING

WHEREAS, the Commissioner has reason to believe that Optima has engaged in acts or conduct which form the basis to issue an order to cease and desist pursuant to Section 36a-671a(b) of the Connecticut General Statutes and Section 36a-52(a) of the Connecticut General Statutes, as amended, to issue an order to make restitution pursuant to Sections 36a-671a(b) and 36a-50(c) of the Connecticut General Statutes, and impose a civil penalty pursuant to Section 36a-671a(b) of the Connecticut General Statutes and Section 36a-50(a) of the Connecticut General Statutes, as amended;

WHEREAS, the Commissioner has reason to believe that SLS has engaged in acts or conduct which form the basis to issue an order to cease and desist pursuant to Sections 36a-570(b) and 36a-671a(b) of the Connecticut General Statutes, and Section 36a-52(a) of the Connecticut General Statutes, as amended, to issue an order to make restitution pursuant to Sections 36a-570(b), 36a-671a(b) and 36a-50(c) of the Connecticut General Statutes, and impose a civil penalty pursuant to Sections 36a-570(b) and 36a-671a(b) of the Connecticut General Statutes, and Section 36a-50(a) of the Connecticut General Statutes, as amended;

WHEREAS, the Commissioner has reason to believe that LoanHero and Monterey have engaged in acts or conduct which form the basis to issue an order to cease and desist pursuant to Section

36a-570(b) of the Connecticut General Statutes and Section 36a-52(a) of the Connecticut General Statutes, as amended, issue an order to make restitution pursuant to Sections 36a-570(b) and 36a-50(c) of the Connecticut General Statutes, and impose a civil penalty pursuant to Section 36a-570(b) of the Connecticut General Statutes and Section 36a-50(a) of the Connecticut General Statutes, as amended.

THE COMMISSIONER THEREFORE ORDERS, pursuant to Section 36a-50(c) of the Connecticut General Statutes, that Optima Advocates, Inc., Optima Student Loan Services, LLC, LoanHero, Inc. and Monterey Financial Services LLC d/b/a Monterey Collection Services, **MAKE RESTITUTION** of any sums obtained as a result of Optima Advocates, Inc. and Optima Student Loan Services, LLC violating Section 36a-671(b) of the Connecticut General Statutes, in effect at such time, plus interest, and as a result of Optima Student Loan Services, LLC, LoanHero, Inc. and Monterey Financial Services, LLC d/b/a Monterey Collection Services violating Section 36a-556 of the Connecticut General Statutes, in effect at such time, plus interest at the legal rate set forth in Section 37-1 of the Connecticut General Statutes. Specifically, the Commissioner **ORDERS** that: Not later than thirty (30) days from the date this Order to Make Restitution becomes permanent, Optima Advocates, Inc., Optima Student Loan Services, LLC, LoanHero, Inc. and Monterey Financial Services LLC d/b/a Monterey Collection Services shall make restitution as follows:

1. LoanHero, Inc. shall repay \$9,203.45 plus interest to the Connecticut consumer identified in Exhibit A attached hereto and repay any amounts received from any other Connecticut debtor on any other small loan, as defined in Section 36a-555(11) of the Connecticut General Statutes, plus interest. Payments shall be made by cashier's check, certified check or money order;
2. Monterey Financial Services LLC d/b/a Monterey Collection Services shall repay \$8,519.54³ plus interest to the Connecticut consumer identified in Exhibit A attached hereto and repay any amounts received from any other Connecticut debtor on any other small loan, as defined in Section 36a-555(11) of the Connecticut General Statutes, plus interest. Payments shall be made by cashier's check, certified check or money order;
3. Optima Advocates, Inc. and Optima Student Loan Services, LLC shall repay to any Connecticut debtor who entered into an agreement for debt negotiation services with Optima Advocates, Inc. or Optima Student Loan Services, respectively, any fees paid by such Connecticut debtor to Optima Advocates, Inc. or Optima Student Loan Services, plus interest. Payments shall be made by cashier's check, certified check or money order; and

³This figure may be reduced upon receipt of proof of any payments received by Monterey after May 1, 2020.

4. Provide evidence of such repayments to Carmine Costa, Director, Consumer Credit Division, Department of Banking, 260 Constitution Plaza, Hartford, Connecticut 06103-1800, or carmine.costa@ct.gov.

NOW THEREFORE, notice is hereby given to Optima that the Commissioner intends to issue an order requiring Optima to **CEASE AND DESIST** from violating Section 36a-671(b) of the Connecticut General Statutes, and impose a **CIVIL PENALTY** upon Optima as set forth herein, subject to Optima's right to a hearing on the allegation set forth above.

FURTHER, notice is hereby given to SLS that the Commissioner intends to issue an order requiring SLS to **CEASE AND DESIST** from violating Sections 36a-556 and 36a-671(b) of the Connecticut General Statutes, and impose a **CIVIL PENALTY** upon SLS as set forth herein, subject to SLS's right to a hearing on the allegation set forth above.

FURTHER, notice is hereby given to LoanHero that the Commissioner intends to issue an order requiring LoanHero to **CEASE AND DESIST** from violating Section 36a-556 of the Connecticut General Statutes, and impose a **CIVIL PENALTY** upon LoanHero as set forth herein, subject to LoanHero's right to a hearing on the allegation set forth above.

FURTHER, notice is hereby given to Monterey that the Commissioner intends to issue an order requiring Monterey to **CEASE AND DESIST** from violating Section 36a-556 of the Connecticut General Statutes, and impose a **CIVIL PENALTY** upon Monterey as set forth herein, subject to Monterey's right to a hearing on the allegation set forth above.

A hearing will be granted to any Respondent if a written request for a hearing is received by the Department of Banking, Consumer Credit Division, 260 Constitution Plaza, Hartford, Connecticut 06103-1800 or submitted by e-mail to DOB.hearingsupport@ct.gov within fourteen (14) days following Respondents' receipt of this Order to Make Restitution, Notice of Intent to Issue Order to Cease and Desist, Notice of Intent to Impose Civil Penalty and Notice of Right to Hearing as set forth in Sections 36a-52(a) and 36a-50(a) of the Connecticut General Statutes, as amended, and Section 36a-50(c) of the Connecticut General Statutes. This Order to Make Restitution, Notice of Intent to Issue Order to Cease and Desist, Notice of Intent to Impose Civil Penalty and Notice of Right to Hearing shall be deemed

received on the earlier of the date of actual receipt, or seven (7) days after mailing or sending. To request a hearing, complete and return the enclosed Appearance and Request for Hearing Form to one of the above addresses. If any Respondent will not be represented by an attorney at the hearing, please complete the Appearance and Request for Hearing Form as “pro se”. Respondent may request that the hearing be held in person at the Department’s offices or remotely via videoconference using Microsoft Teams. Once a written request for a hearing is received, the Commissioner may issue a notification of hearing and designation of hearing officer that acknowledges receipt of a request for a hearing, designates a hearing officer and sets the date of the hearing in accordance with Section 4-177 of the Connecticut General Statutes and Section 36a-1-21 of the Regulations of Connecticut State Agencies. If a hearing is requested, the hearing will be held remotely via videoconference using Microsoft Teams on March 9, 2022.

If a hearing is requested, it will be held in accordance with the provisions of Chapter 54 of the Connecticut General Statutes, unless any Respondent fails to appear at the requested hearing. At such hearing, Respondents will have the right to appear and present evidence, rebuttal evidence and argument on all issues of fact and law to be considered by the Commissioner. Any remote hearing will be held in accordance with Section 149 of June Special Session Public Act 21-2, and the Remote Hearing Guidelines available on the Department’s website at <https://portal.ct/gov/dob>.

If Optima does not request a hearing within the time period prescribed or fails to appear at any such hearing, the allegation herein against Optima will be deemed admitted. Accordingly, the Order to Make Restitution shall remain in effect and become permanent against Optima, and the Commissioner will issue an order that Optima cease and desist from violating Section 36a-671(b) of the Connecticut General Statutes, and may order a civil penalty in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation be imposed upon Optima.

If SLS does not request a hearing within the time period prescribed or fails to appear at any such hearing, the allegations herein against SLS will be deemed admitted. Accordingly, the Order to Make Restitution shall remain in effect and become permanent against SLS, and the Commissioner will issue an order that SLS cease and desist from violating Sections 36a-556 and 36a-671(b) of the Connecticut

General Statutes, and may order a civil penalty in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation be imposed upon SLS.

If LoanHero does not request a hearing within the time period prescribed or fails to appear at any such hearing, the allegation herein against LoanHero will be deemed admitted. Accordingly, the Order to Make Restitution shall remain in effect and become permanent against LoanHero, and the Commissioner will issue an order that LoanHero cease and desist from violating Section 36a-556 of the Connecticut General Statutes, and may order a civil penalty in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation be imposed upon LoanHero.

If Monterey does not request a hearing within the time period prescribed or fails to appear at any such hearing, the allegation herein against Monterey will be deemed admitted. Accordingly, the Order to Make Restitution shall remain in effect and become permanent against Monterey, and the Commissioner will issue an order that Monterey cease and desist from violating Section 36a-556 of the Connecticut General Statutes, and may order a civil penalty in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation be imposed upon Monterey.

So ordered at Hartford, Connecticut,
this 11 day of January 2022.

_____/s/_____
Jorge L. Perez
Banking Commissioner

CERTIFICATION

I hereby certify that on this 12th day of January 2022, I caused to be mailed by certified mail, return receipt requested, the foregoing Order to Make Restitution, Notice of Intent to Issue Order to Cease and Desist, Notice of Intent to Impose Civil Penalty and Notice of Right to Hearing to Optima Advocates, Inc., 19900 MacArthur Boulevard, Suite 280, Irvine, California 92612, Certified Mail No. 7016 2710 0000 5897 0366; Optima Student Loan Services, LLC, 17981 Sky Park Circle, Suite B, Irvine, California 92614, Certified Mail No. 7016 2710 0000 5897 0373; LoanHero, Inc., 750 B Street, Suite 1410, San Diego, California 92101, Certified Mail No. 7016 2710 0000 5897 0397; and transmitted via electronic mail to Monterey Financial Services LLC d/b/a Monterey Collection Services, Attention: Dustin Chung, Auditing Manager, who is designated as the primary contact in the contact employee fields on the Nationwide Multistate Licensing System and Registry, at the electronic mail address provided therein.

_____/s/
Tina M. Daigle
Paralegal