
 *
IN THE MATTER OF: *
 *
ACCELERATED DEBT *
SETTLEMENT INC. *
d/b/a ACCELERATED DEBT *
SOLUTIONS *
NMLS # 2621854 *
(“ADS”) *

FINANCIAL SOLUTIONS *
GROUP LLC *
(“FSG”) *

JEFFREY A. LAKES *
(“LAKES”) *

(collectively, “Respondents”) *
 *

**TEMPORARY ORDER TO
 CEASE AND DESIST**

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 Part II of Chapter 669, Sections 36a-671 to 36a-671f, inclusive, of the Connecticut General Statutes, “Debt Adjusters and Debt Negotiation”.

2. Pursuant to the authority granted by Section 36a-17 of the Connecticut General Statutes, 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 ADS has violated Sections 36a-671(b), 36a-671b(a) and 36a-671b(b) of the Connecticut General Statutes and subdivisions (2), (3), (4), (8) and (9) of Section 36a-671f of the Connecticut General Statutes.

4. As a result of the Investigation, the Commissioner has reason to believe that FSG has violated Section 36a-671(b) of the Connecticut General Statutes.

5. As a result of the Investigation, the Commissioner has reason to believe that Jeffrey A. Lakes has violated Section 36a-671f(9) of the Connecticut General Statutes.

6. As a result of the Investigation, the Commissioner finds that the public welfare requires immediate action to issue a temporary order against ADS to cease and desist from violating Sections 36a-671(b), 36a-671b(a) and 36a-671b(b) of the Connecticut General Statutes and subdivisions (2), (3), (4), (8) and (9) of Section 36a-671f of the Connecticut General Statutes, and against FSG to cease and desist from violating Sections 36a-671(b) of the Connecticut General Statutes, pursuant to Section 36a-52(b) of the Connecticut General Statutes.

7. As a result of the Investigation, the violations alleged by the Commissioner against Respondents form the basis to issue an order to make restitution against ADS and FSG pursuant to Sections 36a-671a(b) and 36a-50(c) of the Connecticut General Statutes, to issue an order to cease and desist against each Respondent pursuant to Sections 36a-671a(b) and 36a-52(a) of the Connecticut General Statutes, and to impose a civil penalty upon each Respondent pursuant to Sections 36a-671a(b) and 36a-50(a) of the Connecticut General Statutes.

II. MATTERS ASSERTED

8. ADS is a Wyoming corporation formed on December 13, 2023, with an address of 1603 Capitol Avenue, Suite 310 A444, Cheyenne, Wyoming. FSG is a Delaware limited liability company formed on May 21, 2019, with addresses of 11650 Olio Road, Suite 1000-259, Fishers, Indiana and 1603 Capitol Avenue, Suite 310-A444, Cheyenne, Wyoming.

9. At all times relevant hereto, Lakes has been the sole member of FSG and President and Director of ADS. The corporate filings of both ADS and FSG indicate they perform debt relief services and debt advising and debt resolution services respectively.

10. On April 23, 2024, the Minnesota Department of Commerce issued a Consent Order against ADS (“Consent Order”) concerning an allegation that ADS provided unregistered debt settlement services in Minnesota. The Consent Order required that ADS pay a civil penalty of \$3,500, submit an application for licensure within sixty (60) days and cease and desist from further violations of Minnesota Statutes Chapter 332B.

11. On November 4, 2024, a judgment was entered in the District Court of Ramsey County, State of Minnesota, approving an Assurance of Discontinuance (“Assurance”) executed by Lakes on behalf of ADS and FSG with the Office of the Minnesota Attorney General. The Assurance settled allegations that ADS and FSG: (1) offered to provide debt settlement services without first becoming registered with the Minnesota Department of Commerce; (2) performed debt settlement services, imposed charges or received payments from Minnesota consumers for debt settlement services without first executing the required written debt settlement services agreements and without first performing all of the services they agreed to perform; and (3) misrepresented their services or created the likelihood of consumer confusion or misunderstanding regarding their services in their dealings with Minnesota consumers. The Assurance required, among other items, that ADS and FSG not conduct any business, directly or indirectly, individually or in conjunction with any other person or entity, in the State of Minnesota, including, but not limited to collecting payments, marketing, selling and providing debt settlement services without first becoming registered with the Minnesota Department of Commerce, and provide for restitution to Minnesota consumers for amounts paid by such consumers to ADS and FSG for debt settlement services totaling \$1,081,756.59.

12. On August 28, 2024, this Department received a referral from the Connecticut Office of the Attorney General of a complaint from an 81 year-old Connecticut consumer concerning ADS and FSG.

The complaint alleged that a series of fraudulent and deceptive phone calls led to the enrollment of the Connecticut consumer and spouse (individually or collectively, "CT Consumer") in a debt negotiation program with ADS. First, on or about August 14, 2024, the CT Consumer received a phone call, purporting to be from Chase Bank, informing the CT Consumer of a new credit card account and charge to the account. The representative indicated that the perpetrator had the CT Consumer's Social Security number. When the CT Consumer informed the representative that it was not the consumer's charge, the representative referred the CT Consumer to "David Garcia", an alleged representative from the Consumer Financial Protection Bureau ("CFPB"). "David Garcia" then took the CT Consumer's information and represented that he proceeded to cancel the charge and remove the fraudulent account that had been created.

13. On August 15, 2024, the CT Consumer received additional phone calls claiming there had been unauthorized charges on the CT Consumer's Chase and Citibank credit card accounts. The purported bank representatives claimed to cancel the charge to the CT Consumer's Chase account and cancel the first fraudulent charge to the CT Consumer's Citibank account but referred the CT Consumer back to "David Garcia" of the CFPB to cancel a second charge on the Citibank account. "David Garcia" then referred the CT Consumer to James Johnson at Freedom Debt Relief. Mr. Johnson informed the CT Consumer that the CT Consumer's Social Security number was on the dark web and had been used to open the fraudulent credit card account. Mr. Johnson then purported to place a password on the CT Consumer's Social Security numbers that had to be used to open new accounts. Mr. Johnson also informed the CT Consumer that banks are prohibited from charging more than 8.5% interest on the CT Consumer's credit cards because the CT Consumer is a senior citizen, stated the CT Consumer should consider a debt relief program, and referred the CT Consumer to Greg Lewis at ADS.

14. By phone, Mr. Lewis provided information to the CT Consumer on ADS and encouraged the CT Consumer to enroll in its debt relief program. Mr. Lewis told the CT Consumer to immediately stop payments on credit card accounts included in the debt relief program and provided the customer service

number of ADS as 1-800-653-1336. Mr. Lewis also informed the CT Consumer that ADS' website is accelerateddebtsolutions.com and its e-mail address is CS@accelerateddebtsolutions.com. Mr. Lewis told the CT Consumer it was necessary to sign an agreement with ADS for debt negotiation services.

15. On August 15, 2024, the CT Consumer electronically signed a "Debt Resolution Agreement" ("Agreement") with ADS. The Agreement detailed the services to be provided by ADS, including, but not limited to, "Debt Negotiation" by working with creditors to resolve the consumer's debt and charging non-refundable fees of \$17,480, divided into two separate charges: \$9,990 and \$7,490. The CT Consumer enrolled approximately \$71,230 of credit card debt into the program and immediately paid the fees by charging such amounts to two different credit cards. The CT Consumer's credit card statements reflect that the payment of \$9,990 went to "CONSULT 855-5442328 AZ" and the payment of \$7,490 to FSG. The CT Consumer signed the Agreement, in part due to the belief that the CT Consumer was referred to the program by a federal agency, the CFPB.

16. Section 36a-671b(a) of the Connecticut General Statutes requires that each contract provided by a debt negotiator allow the consumer to cancel or rescind such contract within three business days after the date on which the consumer signed the contract and contain a clear and conspicuous caption that shall read, "Debtor's three-day right to cancel", along with the following statement: "If you wish to cancel this contract, you may cancel by mailing a written notice by certified or registered mail to the address specified below. The notice shall state that you do not wish to be bound by this contract and must be delivered or mailed before midnight of the third business day after you sign this contract." The CT Consumer's Agreement did not provide the cancellation disclosure required by Section 36a-671b(a) of the Connecticut General Statutes. Rather, the Agreement stated, "YOU ARE NOT ENTITLED TO A REFUND ONCE PAYMENT HAS BEEN MADE".

17. The fees the CT Consumer paid to ADS and FSG for the services were equal to twenty-four and a half percent (24.5%) of the total amount of enrolled debts. The fees collected in connection with the debt negotiation services exceed the amount 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”) pursuant to Section 36a-671b(b) of the Connecticut General Statutes. 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. The CT Consumer paid the fees prior to any reduction in the amount of the CT Consumer’s debt and the performance of any debt negotiation services.

18. ADS also acted as a “seller” of “debt relief services” subject to 16 CFR Part 310, Federal Trade Commission’s Telemarketing Sales Rule, when offering debt negotiation services to the CT Consumer. Section 310.4(a) of the Telemarketing Sales Rule prohibits sellers of debt relief services from charging upfront fees prior to the settlement of the consumers debt, stating in pertinent part, that:

It is an abusive telemarketing act or practice and a violation of this part for any seller or telemarketer to engage in the following conduct: . . .

(5)(i) Requesting or receiving payment of any fee or consideration for any debt relief service until and unless:

(A) The seller or telemarketer has renegotiated, settled, reduced, or otherwise altered the terms of at least one debt pursuant to a settlement agreement, debt management plan, or other such valid contractual agreement executed by the customer; [and]

(B) The customer has made at least one payment pursuant to that settlement agreement, debt management plan, or other valid contractual agreement between the customer and the creditor or debt collector . . .

ADS charged fees prior to the settlement of the CT Consumer’s debt in violation of Section 310.4(a)(5) of the Telemarketing Sales Rule.

19. Upon signing the Agreement, the CT Consumer received a packet of information via e-mail from ADS’ Legal Assistant, containing the following information:

- Notification that a “Welcome Packet” is on its way via United States Postal Service (“USPS”);
- “Welcome Letter” from Paul Wicher, Director of Operations of ADS with information about how the debt reduction program will work;

- “Procedure for Notifying Creditors” that specifies what to send to creditors and instructions for communicating with creditors;
- Letters of Authorization to send to each creditor advising the creditors that:
 - The CT Consumer does not want to receive any further communication from the creditor concerning the specific accounts,
 - revoking authorization of any additional users on the accounts, and
 - advising, authorizing and approving that ADS is the consumer’s legal representative and that all further communication regarding the debt be directed to ADS; and
- “Authorizations to Communicate and Negotiate” for the CT Consumer to send to each creditor authorizing ADS to:
 - be the legal representative in all communications regarding the debt,
 - obtain documents needed for the negotiations,
 - have permission to negotiate and to take other actions to attempt to resolve the debts, and
 - hire attorneys to represent the CT Consumer as the need arises.

20. On August 19, 2024, the CT Consumer received the “Welcome Packet” via USPS. The packet included hard copies of the documents referenced in the Legal Assistant’s e-mail to the CT Consumer and pre-addressed, stamped envelopes to be used in sending the documents to the CT Consumer’s creditors.

21. On August 20, 2024, the CT Consumer called the CFPB who confirmed that “David Garcia” was in fact not employed by the CFPB and the calls allegedly with the CFPB from “David Garcia” were fraudulent. Subsequently, the CT Consumer called the banks which had allegedly called the CT Consumer to report fraudulent charges to the CT Consumer’s credit card accounts prior to enrolling in debt relief services with ADS. The banks’ call logs and records revealed that no such calls were made to the CT Consumer and no fraudulent charges had been posted to the CT Consumer’s account, unlike what was reported during the original calls between the CT Consumer and the CT Consumer’s purported creditors.

22. After receipt of the CT Consumer’s complaint, on September 6, 2024, this Department sent via e-mail a letter to ADS informing them of the Department’s concerns of potential unlicensed activity in Connecticut and attaching a copy of the CT Consumer’s complaint. On October 7, 2024, ADS responded to the Department stating the following:

[W]e are solely and exclusively a debt negotiations company. We work with creditors to reduce, eliminate, or otherwise agree to favorable

modifications in their original agreements with their debtors (our customers). It is the customers' responsibility to save money for settlement and to make payments directly to creditors or their agents. Our job is to negotiate balances and obtain payment plans which are realistic for our customers.

Also in the letter, ADS acknowledged that it had refunded all fees to the CT Consumer, which included a refund of \$9,990 from FSG.

23. On November 13, 2024, Sal Siniscalchi, Compliance Director of ADS provided the Department with a list of customers who resided in Connecticut and had entered into debt negotiation contracts with ADS. The list included over 130 Connecticut residents. A review of the ages of a sample of 40 customers from the list reflects that the customers were all between 62 and 85.

24. The Department is also aware of at least one other complaint from a Connecticut resident, who is 82 years old, alleging that ADS charged upfront fees to the resident's credit card to resolve the resident's debt and describing similar circumstances occurring on or about June 26, 2024, leading up to the resident's enrollment with ADS:

I received a call last night . . . from Bank [o]f America (supposedly) then I was transferred to James [Johnson] (JJ at 888-619-3891) with Freedom Debt Solutions. James (JJ) told me that . . . 4 credit cards had been compromised. I provided James (JJ) with my credit card information and then James (JJ) transferred me to Accelerated Debt Solutions. At that point I was speaking with Chelsea with Accelerated Debt Solutions, a supervisor came on the line to verify my information but then the call was handed back to Chelsea. Chelsea provided me with a contact number, 602-830-0540 (direct line) and 1-800-653-1336 (corporate line), in case we got disconnected. Chelsea then verified the credit card information I had provided to James. Chelsea then said my cards were not compromised but stated that . . . and that they could reduce the [credit card] balance within 12 months by 50% to 75%. I then agreed to the services and Chelsea informed me of the up front fees needed to proceed with the agreement, that charge was for \$3,950.00. I then said to charge my American Express card for these services and Chelsea said she could get my card information from my file. I was sent the debt resolution contract online and I signed and initialed required documents and sent it back to Chelsea

25. At all times relevant hereto, ADS advertised debt negotiation services in Connecticut via its website at accelerateddebtsolutions.com, touting that it could resolve consumers' debt within 7-12 months and providing the ability for consumers to enroll online.

26. At all times relevant hereto, FSG advertised debt negotiation services in Connecticut via its website at financialsolutionsgroupllc.biz. FSG's website stated that it has been "Assisting Thousands of Americans Get out of Debt Since 2009" and provided an e-mail address of cs@fsgmca.com.

27. The Department is also aware of at least two complaints from Connecticut residents concerning FSG. One Connecticut complainant described very similar circumstances preceding enrollment with FSG on November 20, 2023 as the CT Consumer's experience with ADS:

Maria at a Consumer Protection Agency [called] stating someone had opened a Chase Freedom credit card in my husband or my name . . . she then said we qualify for the CARES [A]ct Freedom Debt Release program. I was then transferred to another person who explained the program over and over and said it was a good thing. I was then transferred to a debt advisor (David Soria) [at] Financial Solutions Group. . . . We were told that non-refundable legal fees of \$19,990.00 will be charged to our credit cards. Paperwork was emailed and signed (at this time we were so frustrated with the process that we reluctantly signed) . . . I later checked our credit report and found out there was NOT a hard inquiry for a Chase card. This whole thing was predicated on a lie. . . . We are 73 and 75 and during the 5 plus hour phone call I was not thinking clearly and worried about the fraudulent credit card and charge. The whole thing started with a lie and manipulation.

28. Neither ADS nor FSG has ever been licensed to engage or offer to engage in debt negotiation in Connecticut.

III. STATUTORY BASIS FOR ORDER TO MAKE RESTITUTION, NOTICE OF INTENT TO ISSUE ORDER TO CEASE AND DESIST AND NOTICE OF INTENT TO IMPOSE CIVIL PENALTY

29. ADS' engaging or offering to engage in debt negotiation services with at least one hundred and thirty (130) residents in this state without obtaining the required license, as more fully described in paragraphs 8 through 28, inclusive, constitutes at least one hundred and thirty (130) violations of Section 36a-671(b) of the Connecticut General Statutes by ADS. Such violations form the basis to issue an order

to make restitution against ADS pursuant to Sections 36a-671a(b) and 36a-50(c) of the Connecticut General Statutes, to issue an order to cease and desist against ADS pursuant to Sections 36a-671a(b) and 36a-52(a) of the Connecticut General Statutes, and to impose a civil penalty upon ADS pursuant to Sections 36a-671a(b) and 36a-50(a) of the Connecticut General Statutes. Section 36a-50(a) of the Connecticut General Statutes authorizes the Commissioner to impose a civil penalty in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation.

30. ADS entered into contracts with at least two Connecticut residents which did not include the “Debtor’s three-day right to cancel” disclosure required in Connecticut, as more fully described in paragraphs 15, 16 and 23, in violation of Section 36a-671b(a) of the Connecticut General Statutes. Such violations form the basis to issue an order to make restitution against ADS pursuant to Sections 36a-671a(b) and 36a-50(c) of the Connecticut General Statutes, to issue an order to cease and desist against ADS pursuant to Sections 36a-671a(b) and 36a-52(a) of the Connecticut General Statutes, and to impose a civil penalty upon ADS pursuant to Sections 36a-671a(b) and 36a-50(a) of the Connecticut General Statutes. Section 36a-50(a) of the Connecticut General Statutes authorizes the Commissioner to impose a civil penalty in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation.

31. ADS charged fees in excess of amounts permitted by the Schedule of Maximum Fees and prior to ADS fully performing any debt negotiation services, as more fully described in paragraphs 15, 17, 23, and 24, in violation of Section 36a-671b(b) of the Connecticut General Statutes. Such violations form the basis to issue an order to make restitution against ADS pursuant to Sections 36a-671a(b) and 36a-50(c) of the Connecticut General Statutes, to issue an order to cease and desist against ADS pursuant to Sections 36a-671a(b) and 36a-52(a) of the Connecticut General Statutes, and impose a civil penalty upon ADS pursuant to Sections 36a-671a(b) and 36a-50(a) of the Connecticut General Statutes. Section 36a-50(a) of the Connecticut General Statutes authorizes the Commissioner to impose a civil penalty in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation.

32. ADS engaged in an unfair or deceptive practice and obtained property by fraud or misrepresentation by enrolling customers in its debt negotiation services and receiving fees as a result of various false representations, including, but not limited to, representations of consumer credit card charges that never existed and referrals from individuals representing to be from the CFPB, who in fact, were not with the CFPB, as more fully described in paragraphs 11 through 15, inclusive, 21, 23 and 24, in violation of subdivisions (2) and (3) of Section 36a-671f of the Connecticut General Statutes. Such violations form the basis to issue an order to make restitution against ADS pursuant to Sections 36a-671a(b) and 36a-50(c) of the Connecticut General Statutes, to issue an order to cease and desist against ADS pursuant to Sections 36a-671a(b) and 36a-52(a) of the Connecticut General Statutes, and to impose a civil penalty upon ADS pursuant to Sections 36a-671a(b) and 36a-50(a) of the Connecticut General Statutes. Section 36a-50(a) of the Connecticut General Statutes authorizes the Commissioner to impose a civil penalty in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation.

33. ADS failed to comply with provisions of sections 36a-671 to 36a-671e, inclusive, or regulations adopted under said sections, or any other state or federal law, including the Telemarketing Sales Rule, as more fully described in paragraphs 8 through 28, inclusive, in violation of Section 36a-671f(4) of the Connecticut General Statutes. Such violations form the basis to issue an order to make restitution against ADS pursuant to Sections 36a-671a(b) and 36a-50(c) of the Connecticut General Statutes, to issue an order to cease and desist against ADS pursuant to Sections 36a-671a(b) and 36a-52(a) of the Connecticut General Statutes, and to impose a civil penalty upon ADS pursuant to Sections 36a-671a(b) and 36a-50(a) of the Connecticut General Statutes. Section 36a-50(a) of the Connecticut General Statutes authorizes the Commissioner to impose a civil penalty in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation.

34. ADS' representations that fees were non-refundable when Connecticut law requires a three-day cancellation period constitute a false or deceptive statement or representation in connection with its debt

negotiation program, as more fully described in paragraphs 15, 16 and 23, and constitute at least two violations of Section 36a-671f(8) of the Connecticut General Statutes. Such violations form the basis to issue an order to make restitution against ADS pursuant to Sections 36a-671a(b) and 36a-50(c) of the Connecticut General Statutes, to issue an order to cease and desist against ADS pursuant to Sections 36a-671a(b) and 36a-52(a) of the Connecticut General Statutes, and to impose a civil penalty upon ADS pursuant to Sections 36a-671a(b) and 36a-50(a) of the Connecticut General Statutes. Section 36a-50(a) of the Connecticut General Statutes authorizes the Commissioner to impose a civil penalty in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation.

35. ADS failed to establish, enforce and maintain policies and procedures for supervising employees, agents and office operations that are reasonably designed to achieve compliance with applicable debt negotiation laws and regulations, as more fully described in paragraphs 8 through 28, inclusive, in violation of Section 36a-671f(9) of the Connecticut General Statutes. Such violations form the basis to issue to issue an order to cease and desist against ADS pursuant to Sections 36a-671a(b) and 36a-52(a) of the Connecticut General Statutes, and to impose a civil penalty upon ADS pursuant to Sections 36a-671a(b) and 36a-50(a) of the Connecticut General Statutes. Section 36a-50(a) of the Connecticut General Statutes authorizes the Commissioner to impose a civil penalty in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation.

36. FSG engaging or offering to engage in debt negotiation in this state without obtaining the required license, as more fully described in paragraphs 8 through 28, inclusive, constitutes at least two violations of Section 36a-671(b) of the Connecticut General Statutes. Such violations form the basis to issue an order to make restitution against FSG pursuant to Sections 36a-671a(b) and 36a-50(c) of the Connecticut General Statutes, to issue an order to cease and desist against FSG pursuant to Sections 36a-671a(b) and 36a-52(a) of the Connecticut General Statutes, and to impose a civil penalty upon FSG pursuant to Sections 36a-671a(b) and 36a-50(a) of the Connecticut General Statutes. Section 36a-50(a) of

the Connecticut General Statutes authorizes the Commissioner to impose a civil penalty in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation.

37. Lakes, as ADS' and FSG's control person, directly or indirectly, failed to establish, enforce and maintain policies and procedures for supervising employees, agents and office operations that are reasonably designed to achieve compliance with applicable debt negotiation laws and regulations, as more fully described in paragraphs 8 through 28, inclusive, constitutes at least two violations of Section 36a-671f(9) of the Connecticut General Statutes. Such violations form the basis to issue an order to cease and desist against Lakes pursuant to Sections 36a-671a(b) and 36a-52(a) of the Connecticut General Statutes, and to impose a civil penalty upon Lakes pursuant to Sections 36a-671a(b) and 36a-50(a) of the Connecticut General Statutes. Section 36a-50(a) of the Connecticut General Statutes authorizes the Commissioner to impose a civil penalty in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation.

IV. FINDING AND STATUTORY BASIS FOR TEMPORARY ORDER TO CEASE AND DESIST

The Commissioner finds that the public welfare requires immediate action to issue a temporary order requiring ADS to cease and desist from violating Sections 36a-671(b), 36a-671b(a) and 36a-671b(b) of the Connecticut General Statutes and subdivisions (2), (3), (4), (8) and (9) of Section 36a-671f of the Connecticut General Statutes, and requiring FSG to cease and desist from violating Section 36a-671(b) of the Connecticut General Statutes, and to take such action as set forth herein to effectuate the purposes of Section 36a-52(b) of the Connecticut General Statutes, in that the interests of Connecticut residents, particularly elderly residents, are being materially prejudiced by ADS and FSG continuing to engage or offering to engage in debt negotiation services in Connecticut and collecting exorbitant fees from financially distressed consumers without obtaining the required license and complying with the restrictions imposed on such services pursuant to Sections 36a-671 to 36a-671f, inclusive, of the Connecticut General Statutes and the Telemarketing Sales Rule.

V. TEMPORARY ORDER TO CEASE AND DESIST, 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 ADS and FSG have engaged in acts or conduct which form the basis to issue an order to make restitution against ADS and FSG pursuant to Sections 36a-671a(b) and 36a-50(c) of the Connecticut General Statutes, to issue an order to cease and desist against ADS and FSG pursuant to Sections 36a-671a(b) and 36a-52(a) of the Connecticut General Statutes, and to impose a civil penalty upon ADS and FSG pursuant to Sections 36a-671a(b) and 36a-50(a) of the Connecticut General Statutes;

WHEREAS, the Commissioner has reason to believe that Lakes has engaged in acts or conduct which forms the basis to issue an order to cease and desist against Lakes pursuant to Sections 36a-671a(b) and 36a-52(a) of the Connecticut General Statutes, and to impose a civil penalty upon Lakes pursuant to Sections 36a-671a(b) and 36a-50(a) of the Connecticut General Statutes;

AND WHEREAS, the Commissioner has made the finding required under Section 36a-52(b) of the Connecticut General Statutes.

THE COMMISSIONER THEREFORE ORDERS, pursuant to the authority granted by Section 36a-52(b) of the Connecticut General Statutes, that Accelerated Debt Settlement Inc. d/b/a Accelerated Debt Solutions immediately **CEASE AND DESIST** from violating Sections 36a-671(b), 36a-671b(a) and 36a-671b(b) of the Connecticut General Statutes and subdivisions (2), (3), (4), (8) and (9) of Section 36a-671f of the Connecticut General Statutes, and Financial Solutions Group LLC immediately **CEASE AND DESIST** from violating Section 36a-671(b) of the Connecticut General Statutes. This Temporary Order to Cease and Desist shall become effective upon receipt by Accelerated Debt Settlement Inc. d/b/a Accelerated Debt Solutions and Financial Solutions Group LLC, and, unless set aside or modified by a court, shall remain in effect until the effective date of a permanent order or dismissal of the matters asserted in this Temporary Order to Cease and Desist.

THE COMMISSIONER FURTHER ORDERS, pursuant to Sections 36a-17(a) and 36a-52(b) of the Connecticut General Statutes, that: Not later than fourteen (14) days from receipt of this Temporary Order to Cease and Desist, 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, Accelerated Debt Settlement Inc. d/b/a Accelerated Debt Solutions and Financial Solutions Group LLC shall provide to Swarupa Madhavan, Paralegal, Consumer Credit Division, Department of Banking, 260 Constitution Plaza, Hartford, Connecticut 06103-1800, or swarupa.madhavan@ct.gov,

1. A list of all Connecticut consumers with whom Accelerated Debt Settlement Inc. d/b/a Accelerated Debt Solutions or Financial Solutions Group LLC has entered into agreements for debt negotiation services on and after May 1, 2019. Such submission shall include: (a) a copy of each agreement, and (b) a list of each consumer's name and address and full itemization of each consumer's payments made pursuant to the agreement, specifying the dates, amounts and to whom such payments were made, amount of debt enrolled and the status of services; and
2. Copies of all contracts between Accelerated Debt Settlement Inc. d/b/a Accelerated Debt Solutions, Financial Solutions Group LLC or Jeffrey A. Lakes, and any person that provides any services in connection with the debt negotiation services offered by Accelerated Debt Settlement Inc. d/b/a Accelerated Debt Solutions or Financial Solutions Group LLC in Connecticut, including, but not limited to, lead generation, telemarketing, money transmission and call center support services.

THE COMMISSIONER FURTHER ORDERS, pursuant to Section 36a-50(c) of the Connecticut General Statutes, that Accelerated Debt Settlement Inc. d/b/a Accelerated Debt Solutions and Financial Solutions Group LLC **MAKE RESTITUTION** of any sums obtained as a result of Accelerated Debt Settlement Inc. d/b/a Accelerated Debt Solutions violating Sections 36a-671(b), 36a-671b(a) and 36a-671b(b) of the Connecticut General Statutes and subdivisions (2), (3), (4) and (8) of Section 36a-671f of the Connecticut General Statutes or Financial Solutions Group LLC violating Section 36a-671(b) of the Connecticut General Statutes, 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, Accelerated Debt Settlement Inc. d/b/a Accelerated Debt Solutions and Financial Solutions Group LLC shall make restitution as follows:

1. Accelerated Debt Settlement Inc. d/b/a Accelerated Debt Solutions and Financial Solutions Group LLC shall repay all amounts paid to Accelerated Debt Settlement Inc. d/b/a Accelerated Debt Solutions or Financial Solutions Group LLC, plus interest, by each Connecticut consumer identified in Exhibit A attached hereto and repay any amounts received from any other Connecticut consumer who entered into an agreement for debt negotiation services with Accelerated Debt Settlement Inc. d/b/a Accelerated Debt Solutions or Financial Solutions Group LLC, any fees paid by such Connecticut consumer to Accelerated Debt Settlement Inc. d/b/a Accelerated Debt Solutions or Financial Solutions Group LLC, plus interest. Payments shall be made by cashier's check, certified check or money order; and
2. Provide evidence of such repayments to Swarupa Madhavan, Paralegal, Consumer Credit Division, Department of Banking, 260 Constitution Plaza, Hartford, Connecticut 06103-1800, or swarupa.madhavan@ct.gov.

NOW THEREFORE, notice is hereby given to ADS that the Commissioner intends to issue an order requiring ADS to **CEASE AND DESIST** from violating Sections 36a-671(b), 36a-671b(a) and 36a-671b(b) of the Connecticut General Statutes and subdivisions (2), (3), (4), (8) and (9) of Section 36a-671f of the Connecticut General Statutes, FSG to **CEASE AND DESIST** from violating Section 36a-671(b) of the Connecticut General Statutes, Jeffrey A. Lakes to **CEASE AND DESIST** from violating Section 36a-671f(9) of the Connecticut General Statutes, and impose a **CIVIL PENALTY** upon each Respondent as set forth herein, subject to each Respondent's right to a hearing on the allegations set forth above.

A hearing will be granted to each 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 each Respondent's receipt of this Temporary Order to Cease and Desist, 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-50(c), 36a-52(a) and 36a-50(a) of the Connecticut General Statutes. This Temporary Order to Cease and Desist, 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”.

If a hearing is requested, it will be held in person at the Department’s offices. 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. At the discretion of the Hearing Officer, for good cause shown, the Hearing Officer may approve requests for remote participation in the hearing by a Respondent, witness, or attorney. If such requests are approved by the Hearing Officer, such remote participation will be conducted via videoconference. If a hearing is requested, the hearing will be held on February 5, 2025, at 10 a.m.

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, each Respondent 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. Remote participation in a hearing will be held in accordance with Section 1-225a of the Connecticut General Statutes, and the Remote Hearing Guidelines available on the Department’s website at <https://portal.ct.gov/dob>.

If ADS does not request a hearing within the time period prescribed or fails to appear at any such hearing, the allegations herein against ADS will be deemed admitted. Accordingly, the Order to Make Restitution shall remain in effect and become permanent against ADS, and the Commissioner will issue an order that ADS cease and desist from violating Sections 36a-671(b), 36a-671b(a) and 36a-671b(b) of the Connecticut General Statutes and subdivisions (2), (3), (4), (8) and (9) of Section 36a-671f 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 ADS.

If FSG does not request a hearing within the time period prescribed or fails to appear at any such hearing, the allegation herein against FSG will be deemed admitted. Accordingly, the Order to Make Restitution shall remain in effect and become permanent against FSG, and the Commissioner will issue an order that FSG 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 FSG.

If Lakes does not request a hearing within the time period prescribed or fails to appear at any such hearing, the allegation herein against Lakes will be deemed admitted. Accordingly, the Commissioner will issue an order that Lakes cease and desist from violating Section 36a-671f(9) 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 Lakes.

So ordered at Hartford, Connecticut,
this 9th day of December 2024.

/s/

Jorge L. Perez
Banking Commissioner

CERTIFICATION

I hereby certify that on this 10th day of December 2024, the foregoing Temporary Order to Cease and Desist, 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 was sent by certified mail, return receipt requested to Accelerated Debt Settlement Inc. d/b/a Accelerated Debt Solutions, 1603 Capitol Avenue, Suite 310 A444, Cheyenne, WY 82001, Certified Mail No. 70222410000095982524; Financial Solutions Group LLC, 11650 Olio Road, Suite 1000-259, Fishers, IN 46037, Certified Mail No. 70222410000095982531; Financial Solutions Group LLC, 1603 Capitol Avenue, Suite 310 A444, Cheyenne, WY 82001, Certified Mail No. 70222410000095982548 and Jeffrey A. Lakes, 15119 East Desert Vista Trail, Scottsdale, AZ 85262, Certified Mail No. 70222410000095982555.

/s/ _____
Swarupa Madhavan
Paralegal