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IN THE MATTER OF: *
 *
US CLAIMS CAPITAL, LLC *
d/b/a US CLAIMS *
NMLS # 2530828 *
(“US Claims Capital”) *
 *
US CLAIMS OPCO LLC *
NMLS #1598227 *
(“US Claims Opco”) *
 *
COLLECTIO I LOCKBOX SPV, LLC *
NMLS # 2552557 *
(“Collectio”) *
 *
(collectively, “US Claims Entities”) *
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CONSENT ORDER

WHEREAS, the Banking Commissioner (“Commissioner”) is charged with the administration of Part III of Chapter 668, Sections 36a-555 to 36a-573, inclusive, of the Connecticut General Statutes, “Small Loan Lending and Related Activities,” and the regulations promulgated thereunder, Sections 36a-570-1 to 36a-570-17, inclusive, of the Regulations of Connecticut State Agencies;

WHEREAS, US Claims Capital and Collectio are Delaware limited liability companies with their main office previously located at 1625 S. Congress Ave., Suite 200B, Delray Beach, Florida. Effective November 4, 2024, each entity changed its main office to 4850 T-Rex Avenue, Suite 101, Boca Raton, Florida;

WHEREAS, US Claims Capital and Collectio have been licensed as small loan companies in Connecticut since November 2, 2023, and December 4, 2023, respectively;

WHEREAS, US Claims Opco, an affiliate of US Claims Capital, is a Delaware limited liability company with its main office at 4850 T-Rex Avenue, Suite 101, Boca Raton, Florida and has never been licensed as a small loan company in Connecticut;

WHEREAS, the Commissioner, through the Consumer Credit Division of the State of Connecticut Department of Banking, conducted an investigation pursuant to Section 36a-17(a) of the Connecticut General Statutes into the activities of US Claims Entities to determine if they had violated, were violating or were about to violate the provisions of the Connecticut General Statutes and Regulations of Connecticut Agencies within the jurisdiction of the Commissioner;

WHEREAS, as a result of such investigation, the Commissioner alleges that from July 1, 2016 to September 10, 2023, US Claims Opco made small loans to Connecticut consumers without the required small loan license, in violation of Section 36a-556(a)(1) of the Connecticut General Statutes, in effect at such time;

WHEREAS, as a result of such investigation, the Commissioner also alleges that from July 1, 2016 to November 2, 2023, US Claims Capital engaged in servicing and collection functions in connection with small loans made to Connecticut consumers on or after July 1, 2016, to at least September 2022, without the required small loan license, in violation of Section 36a-556(a)(4) of the Connecticut General Statutes, in effect at such time;

WHEREAS, as a result of such investigation, the Commissioner also alleges that from July 1, 2016 to December 4, 2023, Collectio received payments of principal and interest in connection with small loans made to Connecticut consumers on or after July 1, 2016, to at least September 2022, without the required small loan license, in violation of Section 36a-556(a)(4) of the Connecticut General Statutes, in effect at such time;

WHEREAS, the Commissioner believes that such allegations would support initiation of enforcement proceedings against US Claims Entities, including, without limitation, proceedings to issue an order to make restitution against US Claims Entities pursuant to Sections 36a-570(b)(1) and 36a-50(c) of the Connecticut General Statutes, an order to cease and desist against US Claims Entities pursuant to

Sections 36a-570(b)(1) and 36a-52(a) of the Connecticut General Statutes, and an order imposing a civil penalty of up to One Hundred Thousand Dollars (\$100,000) per violation upon US Claims Entities pursuant to Sections 36a-570(b)(1) and 36a-50(a) of the Connecticut General Statutes;

WHEREAS, initiation of such enforcement proceedings would constitute a “contested case” within the meaning of Section 4-166(4) of the Connecticut General Statutes. Section 4-177(c) of the Connecticut General Statutes and Section 36a-1-55(a) of the Regulations of Connecticut State Agencies provide that a contested case may be resolved by consent order, unless precluded by law;

WHEREAS, the US Claims Entities represent that they engaged in servicing litigation funding transactions until September 2022, when they became aware of the State of Connecticut Department of Banking’s position that the Small Loan Act applies to such transactions;

WHEREAS, US Claims OPCO represents that they have ceased making advances to Connecticut consumers without a small loan license in Connecticut as of September 2022. An affiliate of US Claims Entities, US Claims Connecticut, LLC was created to make such loans and became licensed on September 11, 2023;

WHEREAS, the Commissioner and US Claims Entities acknowledge the possible consequences of formal administrative proceedings, and US Claims Entities voluntarily agree to consent to the entry of the sanctions imposed below without admitting or denying the allegations set forth herein, and solely for the purpose of obviating the need for formal administrative proceedings concerning the allegations set forth herein;

WHEREAS, the Commissioner and US Claims Entities now desire to resolve the matters alleged and set forth herein without finding, admitting or denying any violation of law by the US Claims Entities;

WHEREAS, US Claims Entities represent that they will limit to 12% APR the collection on any outstanding transactions with Connecticut consumers of amounts of \$15,000 or less made between July 1, 2016 and September 10, 2023;

WHEREAS, US Claims Entities specifically assure the Commissioner that the alleged violations described herein shall not occur in the future;

WHEREAS, US Claims Entities have fully cooperated with the Commissioner’s investigation and US Claims OPCO represents that they voluntarily ceased making advances of \$15,000 and under without a small loan license in September 2022;

WHEREAS, US Claims OPCO and US Claims Connecticut represent as a condition for the agreement with each of the Connecticut consumers with whom they transact, including those to whom they advanced \$15,000 or less prior to September 11, 2023, that the Connecticut consumers are required to be represented by a Connecticut licensed attorney to execute the agreement with the US Claims OPCO and US Claims Connecticut, as applicable, (each, an “Agreement”) and each licensed attorney must acknowledge that they explained to their client the contractual terms of the Agreement, including the annualized rate of return applied to calculate the amount to be paid to US Claims OPCO and US Claims Connecticut, as applicable;

WHEREAS, US Claims Entities represent that, to their knowledge, no Connecticut consumer has ever filed a complaint against US Claims Entities as a consequence of the transactions with the US Claims Entities, and the Commissioner has not received any such complaints from any Connecticut consumer regarding the US Claims Entities;

WHEREAS, US Claims Entities acknowledge that this Consent Order is a public record and is a reportable event for purposes of the regulatory disclosure questions on the Nationwide Multistate Licensing System and Registry (“NMLS”), as applicable;

WHEREAS, US Claims Entities acknowledge that they have had the opportunity to consult with and be represented by independent counsel in negotiating and reviewing this Consent Order and execute this Consent Order freely;

AND WHEREAS, US Claims Entities, through their execution of this Consent Order, voluntarily agree to waive their procedural rights, including a right to a notice and an opportunity for a hearing as it pertains to the allegations set forth herein, and voluntarily waive their right to seek judicial review or otherwise challenge or contest the validity of this Consent Order.

CONSENT TO ENTRY OF SANCTIONS

WHEREAS, US Claims Entities, through their execution of this Consent Order, consent to the Commissioner's entry of a Consent Order imposing the following sanctions:

1. US Claims Entities shall not violate Section 36a-556(a) of the 2024 Supplement to the General Statutes by, including, but not limited to, making small loans to Connecticut consumers, and receiving payments of principal and interest in connection with small loans made to Connecticut consumers, without having first obtained a small loan license;
2. No later than the date this Consent Order is executed by US Claims Entities, they shall jointly and severally remit to the State of Connecticut Department of Banking by electronic funds transfer, cashier's check, certified check or money order made payable to "Treasurer, State of Connecticut", the sum of Ten Thousand Dollars (\$10,000) as a civil penalty;
3. No later than the date this Consent Order is executed by US Claims Entities, they shall jointly and severally remit to the State of Connecticut Department of Banking by electronic funds transfer, cashier's check, certified check or money order made payable to "Treasurer, State of Connecticut", the sum of Two Thousand Four Hundred Dollars (\$2,400) as payment for back licensing fees; and
4. No later than sixty (60) days of the date that this Consent Order is executed by US Claims Entities, they shall jointly and severally refund all amounts received in excess of an APR of 12%, directly or indirectly, from a Connecticut consumer in connection with a transaction in the amount of \$15,000 or less made by US Claims OPCO between January 1, 2020 and September 10, 2023, while not licensed as a small loan company in Connecticut. US Claims Entities shall refund such amounts as follows:
 - a. Payments shall be made by check to all Connecticut consumers listed in Exhibit A to the consumer's most current mailing address in an envelope with a clear and conspicuous statement on the front of the envelope stating in bold, uppercase letters: "IMPORTANT INFORMATION ENCLOSED BASED ON A SETTLEMENT WITH THE STATE OF CONNECTICUT DEPARTMENT OF BANKING." US Claims Entities shall notify Connecticut consumers, via a written communication acceptable to the State of Connecticut Department of Banking, that amounts are being paid as the result of a settlement with the State of Connecticut Department of Banking;
 - b. US Claims Entities shall utilize industry standard practices for locating debtors, including skip tracing or the National Change of Address System, to identify the current mailing address for each Connecticut consumer listed in Exhibit A;
 - c. US Claims Entities shall mail checks to Connecticut consumers in accordance with the total amount of fees they are owed, as indicated in the "Reimbursement Amount" column of Exhibit A;
 - d. All checks that US Claims Entities mail pursuant to this Consent Order shall be valid for sixty (60) days after the date of issue of the check and shall be mailed to eligible Connecticut consumers within five (5) days of the date of issue;

- e. US Claims Entities shall hold the sum of any checks which remain uncashed in escrow for the benefit of such Connecticut consumers until such time the monies are provided to the respective Connecticut consumer or escheated to the state; and
- f. US Claims Entities shall provide any refund payment information requested by the Consumer Credit Division, including, without limitation, the date a check was issued and mailed, the phone number and e-mail address of the Connecticut consumer to whom payment was mailed, and the status of such payment, to Swarupa Madhavan, Paralegal, Consumer Credit Division, State of Connecticut Department of Banking, 260 Constitution Plaza, Hartford, Connecticut 06103-1800 or Swarupa.Madhavan@ct.gov, within five (5) business days of such request, and shall separately provide three (3) monthly reports, due February 15, 2025, March 15, 2025 and April 15, 2025, respectively, listing the names, addresses, phone numbers and e-mail addresses of Connecticut consumers listed in Exhibit A to whom US Claims Entities have mailed checks, the amount of each payment and whether the check has been cashed.

CONSENT ORDER

NOW THEREFORE, the Commissioner enters the following:

1. The Sanctions set forth above be and are hereby entered;
2. Upon issuance of this Consent Order by the Commissioner, this matter will be resolved and the Commissioner will not take any future enforcement action against US Claims Entities based upon the allegations set forth herein; provided that issuance of this Consent Order is without prejudice to the right of the Commissioner to take enforcement action against US Claims Entities based upon a violation of this Consent Order or the matters underlying its entry, if the Commissioner determines that compliance with the terms herein is not being observed or if any representation made by US Claims Entities and reflected herein is subsequently discovered to be untrue;
3. US Claims Entities shall not take any action or make or permit to be made in any public statement, including in regulatory filings, any proceeding in any forum or otherwise, denying, directly or indirectly, any allegation referenced in this Consent Order, or create the impression that this Consent Order is without factual basis. Except as specifically provided herein, US Claims Entities shall not take any position in any proceeding brought by or on behalf of the Commissioner, or to which the Commissioner is a party, that is inconsistent with any part of this Consent Order. Nothing in this provision affects US Claims Entities' (i) testimonial obligations, (ii) right to take any legal or factual position that may contradict an allegation in this Consent Order in litigation or other legal proceedings in which the Commissioner is not a party;
4. Subject to the foregoing, and so long as this Consent Order is promptly disclosed by US Claims Entities and their control persons on NMLS, as applicable, nothing in the issuance of this Consent Order shall adversely affect the ability of US Claims Entities to apply for or obtain renewal licenses under Part III of Chapter 668, Sections 36a-555 *et seq.*, of the Connecticut General Statutes, provided that all applicable legal requirements for any such license are satisfied and the terms of this Consent Order are being followed;

5. This Consent Order shall be binding upon US Claims Entities and their successors and assigns;
and
6. This Consent Order shall become final when issued.

Issued at Hartford, Connecticut
this 21st day of January 2025

/s/

Jorge L. Perez
Banking Commissioner

I, Svyatoslav S. Bashmakov, state on behalf of US CLAIMS CAPITAL, LLC d/b/a US Claims that I have read the foregoing Consent Order; that I know and fully understand its contents; that I am authorized to execute this Consent Order on behalf of US CLAIMS CAPITAL, LLC d/b/a US Claims; that US CLAIMS CAPITAL, LLC d/b/a US Claims agrees freely and without threat or coercion of any kind to comply with the sanctions entered and terms and conditions ordered herein; and that US CLAIMS CAPITAL, LLC d/b/a US Claims voluntarily agrees to enter into this Consent Order, expressly waiving the procedural rights set forth herein as to the matters described herein.

By: /s/
Name: Svyatoslav S. Bashmakov
Title: CEO
US CLAIMS CAPITAL, LLC d/b/a US Claims

State of: Florida

County of: Palm Beach

On this the 16th day of January 2025, before me, Sabina Weiner, the undersigned officer, personally appeared Svyatoslav S. Bashmakov, who acknowledged himself/herself to be the CEO of US CLAIMS CAPITAL, LLC d/b/a US Claims, a member managed/manager managed limited liability company, and that he/she as such CEO, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself/herself as CEO.

In witness whereof I hereunto set my hand.

/s/
Notary Public
Date Commission Expires: 7/8/2028

I, Svyatoslav S. Bashmakov, state on behalf of US CLAIMS OPCO LLC that I have read the foregoing Consent Order; that I know and fully understand its contents; that I am authorized to execute this Consent Order on behalf of US CLAIMS OPCO LLC; that US CLAIMS OPCO LLC agrees freely and without threat or coercion of any kind to comply with the sanctions entered and terms and conditions ordered herein; and that US CLAIMS OPCO, LLC voluntarily agrees to enter into this Consent Order, expressly waiving the procedural rights set forth herein as to the matters described herein.

By: /s/
Name: Svyatoslav S. Bashmakov
Title: CEO
US CLAIMS OPCO LLC

State of: Florida

County of: Palm Beach

On this the 16th day of January 2025, before me, Sabina Weiner, the undersigned officer, personally appeared Svyatoslav S. Bashmakov, who acknowledged himself/herself to be the CEO of US CLAIMS OPCO LLC, a member managed/manager managed limited liability company, and that he/she as such CEO, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself/herself as CEO.

In witness whereof I hereunto set my hand.

/s/
Notary Public
Date Commission Expires: 7/8/2028

I, Svyatoslav S. Bashmakov, state on behalf of Collectio I Lockbox SPV, LLC that I have read the foregoing Consent Order; that I know and fully understand its contents; that I am authorized to execute this Consent Order on behalf of Collectio I Lockbox SPV, LLC; that Collectio I Lockbox SPV, LLC agrees freely and without threat or coercion of any kind to comply with the sanctions entered and terms and conditions ordered herein; and that Collectio I Lockbox SPV, LLC voluntarily agrees to enter into this Consent Order, expressly waiving the procedural rights set forth herein as to the matters described herein.

By: /s/
Name: Svyatoslav S. Bashmakov
Title: Authorized Representative
Collectio I Lockbox SPV, LLC

State of: Florida

County of: Palm Beach

On this the 16th day of January 2025, before me, Sabina Weiner, the undersigned officer, personally appeared Svyatoslav S. Bashmakov, who acknowledged himself/herself to be the CEO of Collectio I Lockbox SPV, LLC, a member managed/manager managed limited liability company, and that he/she as such CEO, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself/herself as CEO.

In witness whereof I hereunto set my hand.

/s/
Notary Public
Date Commission Expires 7/8/2028