
IN THE MATTER OF:
SET FORTH, LLC
a/k/a FORTH, INC.
d/b/a FORTH
f/k/a SET FORTH, INC.
f/k/a DEBT PAY GATEWAY, INC.
NMLS # 1396653
(“Forth” or “Respondent”)

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 V of Chapter 668, Sections 36a-595 to 36a-614, inclusive, of the Connecticut General Statutes, known as the “Money Transmission Act”, as amended, and Part II of Chapter 669, Sections 36a-655 to 36a-665, inclusive, of the Connecticut General Statutes, “Debt Adjusters and Debt Negotiation”, as amended.
2. Pursuant to the authority granted by Sections 36a-17 and 36a-608(a) of the Connecticut General Statutes, the Commissioner, through the Consumer Credit Division of the Department of Banking (“Department”), has investigated the activities of Respondent to determine if it has violated, is violating or is 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 Respondent has violated Sections 36a-597(a), 36a-607(c)(2) and 36a-656(a) of the Connecticut General Statutes.
4. As a result of the Investigation, the conduct alleged by the Commissioner forms a basis to issue an order to make restitution against Respondent pursuant to Sections 36a-608(c)(1), 36a-657(b) and

36a-50(c) of the Connecticut General Statutes, to cease and desist against Respondent pursuant to Sections 36a-608(c)(1), 36a-657(b) and 36a-52(a) of the Connecticut General Statutes, and to impose a civil penalty upon Respondent pursuant to Sections 36a-608(c)(1), 36a-657(b) and 36a-50(a) of the Connecticut General Statutes.

II. MATTERS ASSERTED

5. Respondent is a Delaware limited liability company with an office at 150 N Martingale Rd, Suite 1200, Schaumburg, Illinois. Respondent has been licensed as a money transmitter in Pennsylvania since May 19, 2016.

6. On May 12, 2016, the Commonwealth of Pennsylvania Department of Banking and Securities, Compliance Office entered into a Consent Agreement and Order with Respondent concerning allegations of unlicensed money transmission in Pennsylvania and paid a fine of \$52,500. The order alleged that Respondent acted as a money transmitter in Pennsylvania, including, but not limited to, by taking bank account, ACH or credit card information from consumers to facilitate the movement of funds from consumers to debt settlement services companies.

7. On September 29, 2022, the State of Oregon Department of Consumer and Business Services Division of Financial Regulation issued an Order to Cease and Desist, Order Assessing Civil Penalty, and Consent to Entry of Order (“2022 Oregon Order”) against Respondent concerning allegations of unlicensed money transmission in Oregon. The 2022 Oregon Order alleged that Respondent facilitated the transmission of consumer funds to unregistered debt management¹ companies and ordered Respondent to pay back \$117,843.43 of fees collected from Oregon consumers while engaged in

¹ According to Oregon Revised Statutes § 697.602, “debt management service” is defined as “an activity for which a person receives money or other valuable consideration or expects to receive money or other valuable consideration in return for: (a) Receiving or offering to receive funds from a consumer for the purpose of distributing the funds among the consumer’s creditors in full or partial payment of the consumer’s debts, whether or not the person holds the consumer’s funds; (b) Improving or offering to improve or preserve a consumer’s credit record, credit history or credit rating; (c) Modifying or offering to modify terms and conditions of an existing loan from or obligation to a third party; or (d) Obtaining or attempting to obtain as an intermediary on a consumer’s behalf a concession from a creditor including, but not limited to, a reduction in the principal, interest, penalties or fees associated with a debt.”

unlicensed money transmission and a civil penalty of \$75,000, of which \$70,000 was suspended pending compliance with the terms of the 2022 Oregon Order.

8. On December 28, 2023, the State of Oregon Department of Consumer and Business Services Division of Financial Regulation issued an Order to Cease and Desist, Order Assessing Civil Penalty, Order Reinstating Civil Penalty and Consent to Entry of Order (“2023 Oregon Order”) against Respondent concerning allegations of continued unlicensed money transmission in Oregon after the 2022 Oregon Order. The 2023 Oregon Order required Respondent to pay back \$20,913.53 in fees collected from Oregon consumers while engaged in unlicensed money transmission and levied a civil penalty of \$40,000, of which \$10,000 was suspended pending compliance with the terms of the 2023 Oregon Order.

9. On July 22, 2024, this Department received a whistleblower complaint against Respondent asserting, *inter alia*, that it engages in unlicensed money transmission in Connecticut, poses risks to consumers through unfair, deceptive, or abusive acts and practices in contravention of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and operates an alleged unlawful kickback scheme with debt settlement companies by offering free (or substantially discounted) Customer Relationship Management (“CRM”) software to those debt settlement companies in return for exclusively referring consumers to Respondent for unlicensed money transmission and escrow services.

a. Unlicensed Debt Adjuster Activity

10. On January 6, 2016, the Department issued a memorandum advising that persons engaged in activities that meet the definition of both “debt adjustment” and “money transmission” will be required to obtain both of the respective licenses in Connecticut effective March 1, 2016, unless exempt from licensure and that debt adjuster licensure will not be required of third-party payment processors licensed as money transmitters in Connecticut that transmit funds solely in support of other entities duly licensed to provide debt adjustment or debt negotiation services in Connecticut or exempt from such licensure requirements.

11. Section 36a-655(5) of the Connecticut General Statutes defines “debt adjustment” as “for or with the expectation of a fee, commission or other valuable consideration, receiving, as agent of a debtor, money or evidences thereof for the purpose of distributing such money or evidences thereof among creditors in full or partial payment of obligations of the debtor.”

12. From at least January 2022 through the present, Respondent acted as a third-party payment processor that processed payments for consumers enrolled in debt negotiation programs and specialized in providing dedicated accounts that allowed such consumers to save funds to pay down their debts. In Connecticut, during such time period, Respondent received over \$722,000 in fees in connection with the receipt and distribution of funds among creditors to pay outstanding debts on behalf of thousands of Connecticut consumers enrolled in debt negotiation programs.

13. Respondent is not currently and has never been licensed to engage in the business of debt adjustment in this state, nor does Respondent qualify for an exemption from such licensure.

b. Unlicensed Money Transmission Activity

14. At all times relevant hereto, Respondent has been registered as a money services business with the Financial Crimes Enforcement Network, Money Services Business Registration Number 31000313157732 and, according to its registration filing, acts as “money transmitter” in various states, including Connecticut.

15. 31 CFR Section 1010.100(ff)(5) defines “money transmitter” as:

(i) *In general.* (A) A person that provides money transmission services. The term “money transmission services” means the acceptance of currency, funds, or other value that substitutes for currency from one person *and* the transmission of currency, funds, or other value that substitutes for currency to another location or person by any means. “Any means” includes, but is not limited to, through a financial agency or institution; a Federal Reserve Bank or other facility of one or more Federal Reserve Banks, the Board of Governors of the Federal Reserve System, or both; an electronic funds transfer network; or an informal value transfer system; or (B) Any other person engaged in the transfer of funds.

16. Section 36a-596(13) of the Connecticut General Statutes, as amended by Public Act 25-66, defines “money transmission” as:

“engaging, directly or through an authorized delegate, in the business of issuing or selling payment instruments or stored value, receiving money or monetary value for current or future transmission or the business of transmitting money or monetary value within the United States or to locations outside the United States by any and all means including, but not limited to, payment instrument, wire, facsimile, electronic transfer, virtual currency kiosk or digital wallet, including, but not limited to, a digital wallet utilized in connection with a consumer payment mobile application

Additionally, Section 36a-597(a) of the Connecticut General Statutes requires licensure of any person who engages in the business of money transmission in this state or advertises or solicits such services.

17. Respondent is not currently and has never been licensed to engage in the business of money transmission in this state, nor does Respondent qualify for an exemption from such licensure.

Solicitation and Advertising

18. From at least January 2022 through the present, Respondent solicited or advertised money transmission services in Connecticut through its website, contracts and communications with debt negotiators and Connecticut consumers. Both debt negotiators and Connecticut consumers contracted with Respondent for money transmission services, including, but not limited to, the receipt of consumer money or monetary value for current or future money transmission and transmission of such money or monetary value to creditors and debt negotiators.

19. At all times relevant hereto, Respondent represented on its website that, “FORTH Pay is a transaction management and accounting platform that offers dedicated accounts for consumer management, facilitating the secure handling of deposits and disbursements with ease. . . .” and represented in its agreements with debt negotiators, that Respondent “is in the business of providing transaction management and processing services and on-line transaction and account information for clients (collectively, the “Services”), which Services relate to FORTH establishing and maintaining

FDIC-insured custodial bank accounts (“Accounts”) that are for the purpose of clients to accumulate and disburse funds in connection with the repayment of client debts”.

Custody or Control

20. At all times relevant hereto, Respondent received monies or monetary value for current or future transmission and transmitted monies or monetary value in Connecticut by exercising ownership or control of bank accounts through which Connecticut consumers’ funds were transmitted prior to disbursement to creditors and debt negotiators, and instructing and controlling the transmission of funds to such creditors and debt negotiators. Respondent’s agreements with Connecticut consumers stated that Respondent opens accounts for the consumer and initiates ACHs on behalf of the consumer. Respondent received over \$722,000 in fees for such services and as of March 28, 2025, held over \$2,176,826 for the benefit of 3,616 Connecticut consumers in custodial accounts at South State Bank (formerly known as Atlantic Capital Bank) (“Bank”).

21. Consumer bank statements reflect ACH transfers in Respondent’s name. Respondent initiated ACH transactions to transfer funds from primary bank accounts of consumers to its custodial accounts and credited the amount of the transfers to consumer dedicated accounts. Consumer dedicated accounts represent beneficial interests in one or more of Respondent’s custodial accounts and do not represent individual bank accounts held at the Bank.

22. At all times relevant hereto, Respondent was an “account holder” of custodial accounts for beneficial owners, including Connecticut residents, in as much as it directly owned or controlled bank accounts that received and transmitted monies on behalf of Connecticut residents. Respondent admitted that from December 2022 to January 2025, it conducted 4,144 transactions, processed at least \$1,328,626 in payments on behalf of hundreds of Connecticut consumers through a Zero Balance Account held in Respondent’s name at the Bank and collected \$22,601 in fees for the services conducted through the account held in its name.

Bank Relationship

23. On behalf of Connecticut consumers, Respondent processed disbursements from its custodial accounts at the Bank to debt negotiators and creditors and charged the amount of such disbursements to the applicable consumer dedicated account. The Bank did not have any direct knowledge of individual consumers' transactions, nor were consumers able to withdraw or transfer their funds on their own without the authorization of Respondent. Furthermore, Respondent directed consumers to the consumers' contracted debt negotiators if the consumer wanted to change the payment date or amount.

24. Respondent's agreements with consumers stated that consumers' monies would be held at a bank chosen by Respondent and provided Respondent with the authority to transfer a consumer's account to an account at another FDIC-insured institution, at any time, and in the name of the consumer or in the name of Respondent.

25. Respondent's agreement with the Bank states, "Bank will provide [Respondent] with one or more custodial accounts . . . for the benefit of [c]ustomers, and will also provide certain funds receipt and disbursement services, account services, and related banking services to [Respondent]. . . ." The Agreement also absolves the Bank of most responsibility and liability relating to consumer accounts, stating, in pertinent part:

- Respondent is the customer of the Bank for purposes of providing certain transaction management and accounting services to customers through a proprietary software platform ("Program") and the agreement with the Bank, and Respondent's customers are not customers of the Bank by virtue of participating in the Program;
- Respondent bears full responsibility for the offering and use of Respondent's products and services to and by Respondent' customers in connection with the Program or otherwise; and
- Respondent's customers will have no recourse against the Bank arising out of or relating to the Disbursement Services or Respondent's agreement with the Bank, where "Disbursement Services" means, in pertinent part, ". . . the establishment and maintenance by Bank of one or more custodial and other accounts for Client [Respondent] . . ."

26. Respondent provided monthly statements to consumers indicating deposits, payments and current balances of consumers' accounts without any reference or identification of the Bank at which such funds were held. Respondent charged various and numerous money transmission related service fees to

Connecticut consumers, including, but not limited to, a Forth custodial monthly fee of \$10.95 and a DirectPay Disbursement Fee of \$4.00 for each payment made from a consumer's account.

c. Unfair or Deceptive Acts and Practices

27. Respondent services both debt negotiation providers and their consumers and touts on its website that its platform has settled over \$8 Billion in debt.

28. Respondent is referred consumers by their contracted debt negotiators, where consumers generally enroll with Respondent at the same time as they contract with the debt negotiator and are not provided with an option to choose an alternative dedicated account provider when enrolling with a debt negotiator.

29. Respondent services the debt negotiation industry by facilitating payments to debt negotiation providers and offering its CRM software. The CRM software assists debt negotiators with various operations, including, but not limited to, contact/lead management, phone system integration, sales scripts, webhooks and document building (initial on-boarding).

30. Respondent references such additional services on its website, stating,

We work closely with debt relief service providers (DRSPs) through an integrated suite of products designed to support every stage of the customer journey. Our platform empowers DRSPs with tools for customer acquisition, marketing, automation, credit pulls, advanced data analytics, and dedicated account administration. While DRSPs focus on negotiating and managing debt relief programs, FORTH independently administers the custodial accounts used in those programs in partnership with federally insured banking institutions.

31. While Respondent claims that it "independently" administers the custodial accounts, on at least one occasion, a debt negotiator who referred consumers to Respondent's custodial account services received a reduction in its CRM software fees by Respondent waiving its one-time billing fee of \$2,500, third party payment gateway fees, and fees for resource hours totaling up to thousands of dollars. 16 CFR Section 310.4(a)(5)(ii)(D) of the Telemarketing Sales Rule requires that an entity administering a dedicated account "not give or accept any money or other compensation in exchange for referrals of business involving the debt relief service".

32. Respondent misrepresented its compliance with the Telemarketing Sales Rule and its culture as being compliance-focused to the public, making the following false or misleading statements on its website:

- **Is the company I enrolled with compliant?**

We take all consumer complaints very seriously at FORTH and only work with the most compliant debt relief service providers (DRSPs) in the debt settlement industry. Our company and all the companies we service strictly adhere to the Federal Trade Commission (FTC) & Telemarketing Sales Rule (TSR) guidelines set forth for the debt settlement industry.

- **Compliance**

Simply stated, compliance comes first at FORTH. We operate within the FTC's Telemarketing Sales Rule guidelines and routinely review the operating procedures, marketing materials, client agreements, sales scripts, legal actions and other materials from debt relief service providers (DRSPs).

...

The transactions we manage are regulated by specific banking rules and compliance standards set forth by the Federal Trade Commission's Telemarketing Sales Rule. Our services are focused on respecting the rights of consumers involved in debt settlement programs; in this role, we are committed to protocols and procedures that are compliance-driven, secure and transparent.

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

33. Respondent engaged in the business of money transmission without a license, as more fully described in paragraphs 5 to 32, inclusive, in violation of Section 36a-597(a) of the Connecticut General Statutes. Such violations form the basis to issue an order to make restitution pursuant to Sections 36a-608(c)(1) and 36a-50(c) of the Connecticut General Statutes, to cease and desist against Respondent pursuant to Sections 36a-608(c)(1) and 36a-52(a) of the Connecticut General Statutes and to impose a civil penalty upon Respondent pursuant to Sections 36a-608(c)(1) 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 upon Respondent in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation.

34. Respondent advertised or solicited money transmission services without a license, as more fully described in paragraphs 5 to 32, inclusive, in violation of Section 36a-597(a) of the Connecticut General Statutes. Such violations form the basis to issue an order to make restitution pursuant to Sections 36a-608(c)(1) and 36a-50(c) of the Connecticut General Statutes, to cease and desist against Respondent pursuant to Sections 36a-608(c)(1) and 36a-52(a) of the Connecticut General Statutes and to impose a civil penalty upon Respondent pursuant to Sections 36a-608(c)(1) 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 upon Respondent in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation.

35. Respondent engaged in the business of debt adjustment without a license, as more fully described in paragraphs 10 to 17, inclusive, in violation of Section 36a-656(a) of the Connecticut General Statutes. Such violations form the basis to issue an order to make restitution pursuant to Sections 36a-657(b) and 36a-50(c) of the Connecticut General Statutes, to cease and desist against Respondent pursuant to Sections 36a-657(b) and 36a-52(a) of the Connecticut General Statutes and to impose a civil penalty upon Respondent pursuant to Sections 36a-657(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 upon Respondent in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation.

36. Respondent, as a person required to be licensed pursuant to Section 36a-597(a) of the Connecticut General Statutes, directly or indirectly, engaged in unfair or deceptive practices toward consumers in connection with money transmission by: (1) representing its custodial practices as compliant when it was not compliant with applicable requirements, including money transmitter licensure requirements in Connecticut, debt adjustment licensure requirements in Connecticut and the Telemarketing Sales Rule; and (2) representing that it was independent from debt negotiators, when in

fact, it was not independent from debt negotiators and provided kickbacks to debt negotiators for referrals of consumer accounts through reduced CRM software fees, as more fully described in paragraphs 5 to 32, inclusive, in violation of Section 36a-607(c)(2) of the Connecticut General Statutes. Such violations form the basis to issue an order to make restitution pursuant to 36a-608(c)(1) and 36a-50(c) of the Connecticut General Statutes, to cease and desist against Respondent pursuant to Sections 36a-608(c)(1) and 36a-52(a) of the Connecticut General Statutes and to impose a civil penalty upon Respondent pursuant to Sections 36a-608(c)(1) 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 upon Respondent in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per violation.

**V. 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 Respondent has engaged in acts or conduct which form the basis to issue an order to make restitution against Respondent pursuant to Sections 36a-608(c)(1), 36a-657(b) and 36a-50(c) of the Connecticut General Statutes, to cease and desist against Respondent pursuant to Sections 36a-608(c)(1), 36a-657(b) and 36a-52(a) of the Connecticut General Statutes and to impose a civil penalty upon Respondent pursuant to Sections 36a-608(c)(1), 36a-657(b) and 36a-50(a) of the Connecticut General Statutes;

THE COMMISSIONER ORDERS, pursuant to Section 36a-50(c) of the Connecticut General Statutes, that Set Forth, LLC a/k/a Forth, Inc. d/b/a Forth f/k/a Set Forth, Inc. f/k/a Debt Pay Gateway, Inc. **MAKE RESTITUTION** of any sums obtained as a result of Set Forth, LLC a/k/a Forth, Inc. d/b/a Forth f/k/a Set Forth, Inc. f/k/a Debt Pay Gateway, Inc. violating Sections 36a-597(a), 36a-607(c)(2) and 36a-656(a) of the Connecticut General Statutes, plus interest at the legal rate set forth in Section 37-1 of the Connecticut General Statutes since March 1, 2016. Specifically, the Commissioner **ORDERS** that: Not later than thirty (30) days from the date this Order to Make Restitution becomes permanent, Set

Forth, LLC a/k/a Forth, Inc. d/b/a Forth f/k/a Set Forth, Inc. f/k/a Debt Pay Gateway, Inc. shall make restitution as follows:

1. Set Forth, LLC a/k/a Forth, Inc. d/b/a Forth f/k/a Set Forth, Inc. f/k/a Debt Pay Gateway, Inc. shall repay all amounts paid to it as fees, plus interest, since March 1, 2016, by any Connecticut consumer. 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, 280 Trumbull Street, 16th Floor, Hartford, Connecticut 06103, or swarupa.madhavan@ct.gov.

NOW THEREFORE, notice is hereby given to Respondent that the Commissioner intends to issue an order requiring Respondent to **CEASE AND DESIST** from violating Sections 36a-597(a), 36a-607(c)(2) and 36a-656(a) of the Connecticut General Statutes and to impose a **CIVIL PENALTY** upon Respondent as set forth herein, subject to Respondent's right to a hearing on the allegations set forth above.

A hearing will be granted to Respondent if a written request for a hearing is received by the Department of Banking, Consumer Credit Division, 280 Trumbull Street, 16th Floor, Hartford, Connecticut 06103 or submitted by e-mail to DOB.hearingsupport@ct.gov within fourteen (14) days following Respondent's 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-50(c), 36a-52(a) and 36a-50(a) 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 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 March 18, 2026, 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 Respondent fails to appear at the requested hearing. At such hearing, 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 Respondent does not request a hearing within the time period prescribed or fails to appear at any such hearing, the allegations herein will be deemed admitted. Accordingly, the Order to Make Restitution shall remain in effect and become permanent, and the Commissioner will issue an order that Respondent cease and desist from violating Sections 36a-597(a), 36a-607(c)(2) and 36a-656(a) of the Connecticut General Statutes, and may order a civil penalty in an amount not to exceed One Hundred Thousand (\$100,000) per violation be imposed upon Respondent.

So ordered at Hartford, Connecticut,
this 13th day of January 2026.

/s/
Jorge L. Perez
Banking Commissioner

CERTIFICATION

I hereby certify that on this 15th day of January 2026, 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 was sent by certified mail, return receipt requested to Set Forth, LLC a/k/a Forth, Inc. d/b/a Forth f/k/a Set Forth, Inc. f/k/a Debt Pay Gateway, Inc., Attention: Juan Cahue, 150 N Martingale Road, Suite 1200, Schaumburg, Illinois 60173, Certified Mail No. 7014 3490 00002 3525 8926.

/s/
Swarupa Madhavan
Paralegal