

IN THE MATTER OF:

**DOCUMENT MANAGEMENT
RESOURCE, LLC,**

AND

**FORTUNE 500 CONSULTING
GROUP, LLC**

Respondents.

BEFORE THE MARYLAND

COMMISSIONER OF

FINANCIAL REGULATION

Case No. CFR-FY2023-0052

AGREEMENT AND CONSENT ORDER

This Agreement and Consent Order (the “Agreement”) is entered into this June 21, 2024, by and between the Maryland Commissioner of Financial Regulation (the “Commissioner” or the “Agency”), and Document Management Resource, LLC and Fortune 500 Consulting Group, LLC (collectively the “Respondents”). The Commissioner and the Respondents (collectively, the “Parties”) consent to the entry of this Agreement and Consent Order as a final resolution of the matters discussed below. All terms of the Agreement are contractual and not mere recitals.

1. Pursuant to the Maryland Debt Management Services Act (“MDMSA”), Md. Code Ann., Fin. Inst. (“FI”) § 12-901 *et seq.* and the Debt Settlement Services Act (“MDSSA”), Md. Code Ann., FI § 12-1001 *et seq.*, the Commissioner is responsible for licensing and regulating, *inter alia*, debt management services companies, as defined in the MDMSA and debt settlement services companies, as defined in the MDSSA, engaged in the business of or solicitation of the business of debt management services and/or debt

settlement services in the State of Maryland (the “State”).

2. Pursuant to FI 2-114, the Commissioner is authorized to make public or private investigations as the Commissioner considers necessary, to determine whether a person has violated a provision of law, regulation, rule, or order over which the Commissioner has jurisdiction; or to aid in the enforcement of a law or in the prescribing of regulations, rules, and orders over which the Commissioner has jurisdiction.

3. This matter came to the attention of the Agency via a consumer complaint filed with its Consumer Services Unit ("CSU"). On or about February 23, 2023, the CSU received a complaint (the “Complaint”) from a Maryland consumer (“Complainant”) against Document Management Resources, LLC (“DMR”). The Complaint stated that DMR entered into a written agreement with the Complainant to provide “debt relief services” on August 31, 2021, pursuant to which DMR would work on the Complainant’s behalf to reduce his debt and arrange for affordable payment plans, and that DMR collected an up-front fee of \$9,931.47 to perform this service.

4. The Agency's Enforcement Unit thereafter initiated an investigation into the business practices of DMR. Agency investigators discovered that the Complainant was first solicited for debt settlement and/or management services by Fortune 500 Consulting Group, Inc., (“Fortune 500”) in March 2021. Fortune 500 collected a \$7,000 up-front fee from the Complainant, for which no services were provided. Thereafter, an employee from referred the complainant to DMR for debt settlement and/or management services in August 2021 at which time he entered into a written agreement for debt settlement services

with DMR and paid an upfront fee. At no time did the Complainant receive any debt management or settlement services from either Respondent. The Agency investigation revealed that neither DMR nor Fortune 500 were or ever have been licensed by the Agency in any capacity, including as a debt settlement services company or a debt management services company.

5. Respondents do not admit or deny the findings or alleged violations of the MDMSA or MDSSA for the activities described above, but wish to resolve these alleged violations without the need for further administrative proceedings or other legal proceedings, and to avoid the costs associated therewith, and further desire to ensure that they are in full compliance with any potentially applicable Maryland laws and regulations, and therefore, agree to resolve this matter fully, final, and completely in accordance with this Agreement. Respondents agree further to abide by each and every term set forth in this Agreement. In consideration of the foregoing and the terms and conditions herein, the Respondents and the Agency agree as follows in exchange for a full and final resolution of this matter:

a. Within fifteen (15) days of the Parties' execution of this Agreement, Respondents will pay a monetary penalty of ten thousand dollars (\$10,000) to the Commissioner either through the NMLS (a/k/a/ the Nationwide Multistate Licensing System), or via wire transfer.

b. Within forty-five (45) days of the Parties' execution of this Agreement, Respondents will pay restitution consisting of any and all monies Respondents collected from Maryland

consumers. The total restitution to be paid amounts to **twenty-six thousand two hundred sixteen dollars and sixty-five cents (\$26,216.65)**. The specific instructions, by which restitution is to be paid directly to consumers are found in paragraph 7.

c. Upon the Parties' execution of this Agreement, Respondents agree to immediately cease and desist from engaging in or soliciting any debt settlement, management, or relief services activities in Maryland.

d. Respondents agree to cooperate fully with all future requests for documentation, information, and records requested by the Agency to determine compliance with the terms of this Agreement.

6. Within 45 days of the Parties' execution of this Agreement, and pursuant to the specific time frames described herein, Respondents shall mail a check for the amount of money to be refunded to each affected consumer via First Class U.S. Mail, as identified in the attached schedule titled "Attachment A" that is provided by the Agency and specifies the consumers and amounts in refund checks to be paid. Each refund check shall be mailed to each affected consumer's last known address, or to an updated address as can be identified through customary address verification means. The total of **twenty-six thousand two hundred sixteen dollars and sixty-five cents (\$26,216.65)** in refund checks owed will be paid by the Respondents. Each refund shall be accompanied by a letter indicating that the refund is being issued pursuant to a Settlement Agreement between the Respondents and the Commissioner of Financial Regulation, and that the Settlement Agreement does not in any way affect the consumer's legal rights. The Respondents shall not seek releases from consumers in conjunction with these refunds.

b. Within sixty (60) days from the date the refund checks are sent, the Respondents shall furnish evidence to the Agency that refunds were tendered to each affected consumer in the agreed amount by providing a copy of the front and back of the check for each refund payment that was negotiated by the affected consumer.

c. Within sixty (60) days from the date the refund checks are sent, if any refund payment checks mailed by the Respondents to Maryland consumers in accordance with this Agreement are either not cashed or are returned to the Respondents as non-deliverable (collectively, the “Undeliverable Refunds”), such Undeliverable Refunds will escheat to the State of Maryland. The Respondents will stop payment on such Undeliverable Refund payment checks, and shall pay the total amount of all Undeliverable Refunds in the form of a single check made payable to the “Comptroller of Maryland,” which shall be submitted to the Agency, and accompanied by a spreadsheet in both hard copy and electronic format that contains the name of the consumer, the social security number of the consumer (if known), the date of birth of the consumer (if known), the date on which each refund check was mailed, and an indication of which refund checks were cashed, and which refund checks were either not cashed or were returned to the Respondents as non-deliverable. Such action on the part of the Respondents shall relieve the Respondents of any further obligation to make refunds to these consumers under this agreement.

7. Respondents acknowledge that they have voluntarily entered into this Agreement with full knowledge of their rights to a hearing pursuant to FI § 2-115(a) and pursuant to the Maryland Administrative Procedures Act – Contested Cases, Md. Code

Ann., State Gov't. ("SG") § 10-201 *et seq.*, and that the Respondents hereby waive their rights to a hearing and any appeals therefrom. Respondents further acknowledge that they have had an opportunity to consult with independent legal counsel in connection with their waiver of the aforementioned rights and with the negotiation and execution of this Agreement, and that Respondents have, in fact, consulted with independent legal counsel.

8. Respondents acknowledge further that this Agreement may be revoked by the Agency which may pursue any and all remedies available under the law against Respondents if the Commissioner later finds that Respondents have in any way failed to perform all obligations hereunder or engaged in conduct in violation of the terms hereof.

9. The Parties agree that this Agreement shall be binding upon the Parties and enforceable in a court of competent jurisdiction by the Commissioner. The Agreement shall be admissible in court and shall be binding upon Respondents.

10. The Parties acknowledge that this Agreement does not in any way relate to, impact, or otherwise affect the legal rights of, or preclude the Commissioner from bringing or continuing to pursue actions against persons not parties to this Agreement. Further, this Agreement is solely by and between the Commissioner and Respondents and shall not inure to the benefit of any person not a party.

11. The Parties agree that any notices hereunder shall be effectively "delivered" when sent via overnight delivery or certified mail as follows:

a. To the Commissioner:

Commissioner of Financial Regulation
1100 North Eutaw Street, Suite 611
Baltimore, Maryland 21201
Attn: Dana Allen, Director of Enforcement

With a copy to:
Kevin W. McGivern
Assistant Attorney General
1100 North Eutaw Street, Suite 605
Baltimore, Maryland 21201

b. To Respondents:

Christopher Disimone
33761 Paseo Del Puerto
San Juan Capistrano, CA 92675

With a copy to:

Tamou Law Group, PLLC
Michael Tamou
9375 E. Shea Blvd
Suite 100
Scottsdale, AZ 85260

NOW, THEREFORE, it is, by the Maryland Commissioner of Financial Regulation, hereby

ORDERED that Respondents shall adhere to all terms of this Agreement, the violation of which shall constitute a violation of a Final Order of the Commissioner; and it is further

ORDERED that Respondents shall conduct business in full compliance with all statutes, regulations, and other laws governing debt management, settlement, and/or relief services in the State of Maryland, including but not limited to licensure, and shall continue to act in full compliance at all future times; and it is further

ORDERED that, in the event Respondents violate any provision of this Agreement, or otherwise engage in the activities which formed the basis for the allegations of violations of applicable law, described above, the Commissioner may, at the

Commissioner's discretion, take any enforcement actions available under FI§ 2-115, under the MDMSA or MDSSA, as well as take any other enforcement actions as permitted by, and in accordance with, applicable State or Federal law; and it is further

ORDERED that this matter shall be resolved in accordance with the terms of this Agreement and Consent Order and that the same shall be reflected among the records of the Office of the Commissioner of Financial Regulation; and it is further

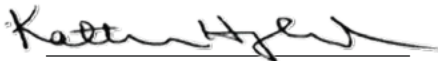
ORDERED that this document shall constitute a Final Order of the Maryland Commissioner of Financial Regulation, and that this Agreement and Consent Order may, if relevant, be admitted into evidence in any matter before the Commissioner.

It is so **ORDERED**.

IN WITNESS WHEREOF, this Agreement and Consent Order is executed on the day and year first above written.

MARYLAND OFFICE OF
FINANCIAL REGULATION

RESPONDENTS

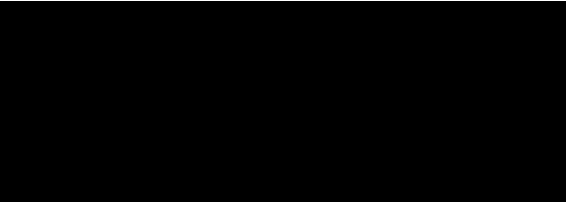


Kathleen P. Hyland
Deputy Commissioner of
Financial Regulation

Chris DiSimone

Name: Christopher Disimone
Document Management Resource, LLC
and Fortune 500 Consulting Group, LLC

ATTACHMENT A: MARYLAND CONSUMERS OWED RESTITUTION

	\$4,200.00
	\$9,931.47
	\$7,000.00
	\$2,595.18
	\$2,490.00
Total:	\$26,216.65

Signature: 
[Christopher Disimone \(Aug 14, 2024 17:16 PDT\)](#)

Email: christopherdisimone@yahoo.com