

FINAL ORDER
DATE 10/11/2011

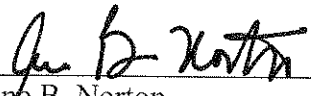
COMMISSIONER OF * BEFORE THE
FINANCIAL REGULATION * COMMISSIONER OF
v. * FINANCIAL REGULATION
THE ONYX GROUP, INC., et al, * CFR FILE NO.: DFR-EU-2007-130
RESPONDENTS * OAH FILE No.: DLR-CFR-76A-11-03708
* * * * *

PROPOSED ORDER

The Proposed Decision of the Administrative Law Judge in the captioned case having been considered in its entirety, it is **ORDERED** by the Commissioner of Financial Regulation (the "Commissioner") this ^{15th} day of September, 2011 that the Proposed Decision shall be and hereby is adopted as a Proposed Order.

Pursuant to COMAR 09.01.03.09, Respondents have the right to file exceptions to the Proposed Order and present arguments to the Commissioner. Respondents have twenty (20) days from the postmark date of this Proposed Order to file exceptions with the Commissioner. COMAR 09.01.03.09A(1). The date of filing exceptions with the Commissioner is the date of personal delivery to the Commissioner or the postmark date on mailed exceptions. COMAR 09.01.03.09A(2).

Unless written exceptions are filed within the twenty (20)-day deadline noted above, this Order shall be deemed to be the final decision of the Commissioner.



Anne B. Norton
Deputy Commissioner of Financial
Regulation

MARYLAND COMMISSIONER OF
FINANCIAL REGULATION

v.

THE ONYX GROUP, INC., et al.,
RESPONDENTS

* BEFORE UNA M. PEREZ,
* AN ADMINISTRATIVE LAW JUDGE
* OF THE MARYLAND OFFICE OF
* ADMINISTRATIVE HEARINGS
* OAH CASE No: DLR-CFR-76A-11-03708
* CFR FILE No: DFR-EU-2007-130

* * * * *

PROPOSED DECISION

STATEMENT OF THE CASE
ISSUES
SUMMARY OF THE EVIDENCE
FINDINGS OF FACT
DISCUSSION
CONCLUSIONS OF LAW
RECOMMENDED ORDER

STATEMENT OF THE CASE

On June 1, 2009, the Maryland Commissioner of Financial Regulation (CFR or Commissioner), Department of Labor, Licensing and Regulation (DLLR), issued a Summary Order to Cease and Desist (Summary Order) to the Onyx Group, Inc., a number of related entities, and fourteen individuals.¹

The CFR alleged that the respondents individually or collectively violated the Maryland Consumer Loan Law (MCLL), Md. Code Ann., Com. Law, Title 12, Subtitle 3, and Md. Code Ann., Fin. Inst., Title 11, Subtitle 2, as well as the Maryland Mortgage Lender Law (MMLL), Md. Code Ann., Fin. Inst., Title 11, Subtitle 5. On July 17, 2009, by counsel, the following entities and individuals requested a hearing before the Commissioner:

¹ A complete list of the original respondents with their aliases and trade names, exactly as included in the Summary Order, is attached to this Decision as Appendix A.

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- The Onyx Group, Inc., and its aliases and trade names;
 - Onyx Integrated Services, LLC, and its aliases and trade names;
 - Cash Advance BA, and its alias and trade name;
 - Money Today, Inc., and its aliases and trade names;
 - MT Capital LLC, and its aliases
 - MT Capital, Inc.
 - Toni Ann McCullers-Ebo, and her aliases and trade name;
 - Davis Kiki Ebo, and his aliases; and
 - Chijioke Okeke Ebo, and his aliases.

Unless otherwise indicated, these entities and individuals will be referred to collectively throughout this Decision as the Respondents.

By letter dated January 6, 2011, the CFR referred this matter to the Office of Administrative Hearings (OAH), delegating to the OAH the authority to issue proposed findings of fact, proposed conclusions of law, and a recommended order. Md. Code Ann., State Gov't. § 10-205 (2009).

On April 12, 2011, I held a hearing on the Summary Order at the OAH in Hunt Valley, Maryland. Md. Code Ann., Fin. Inst. §§ 11-518 and 11-217 (2011).² Assistant Attorney General W. Thomas Lawrie appeared on behalf of the CFR. Neither the Respondents, nor anyone authorized to represent any of them, appeared at the hearing.³

Procedure in this case is governed by the Administrative Procedure Act, Md. Code Ann., State Gov't. §§ 10-201 through 10-226 (2009 & Supp. 2010), OAH's Rules of Procedure, Code of Maryland Regulations (COMAR) 28.02.01, and COMAR 09.01.03.

² All subsequent citations to the Financial Institutions Article are to the 2011 Replacement Volume.

³ Notice to the Respondents, and their failure to appear, are discussed below.

ISSUES

1. Did the Respondents violate the MCLL, as set forth in the Commercial Law and Financial Institutions Articles, by, among other things:
 - engaging in the business of making consumer loans to Maryland residents without being licensed as required by law;
 - charging and receiving interest on those consumer loans, with annual percentage rates (APRs) greatly in excess of the amount permitted by law;
 - filing District Court actions against consumers based on confessed judgment clauses in the consumer loan contracts, and seeking to collect such judgments by writs of wage garnishment;
 - representing themselves to be attorneys licensed to practice law in Maryland, when they were not;
 - seeking to collect attorneys' fees and court costs far in excess of the amounts permitted by law;
 - submitting false affidavits of service to the District Court; and
 - refusing to permit inspection of their books and records?

2. Did the Respondents fail to produce information and documents concerning their check cashing and installment loan (payday) lending activities, as required by the CFR's April 6, 2009 Subpoena Duces Tecum, issued pursuant to sections 2-114 and 12-114 of the Financial Institutions Article?

3. Did the Respondents violate the MMLL, as set forth in the Financial Institutions Article, by, among other things:
 - refusing to permit the CFR's Compliance Examiners to conduct a routine examination of the Respondents' licensed mortgage lending business;
 - engaging in the mortgage lending business under a name other than the name on the license;
 - permitting unlicensed, non-exempt employees to originate mortgage loans;
 - failing to obtain approval from the CFR for a change in control of the Licensee;
 - refusing to permit inspection of their books and records; and
 - otherwise demonstrating unworthiness, bad faith and dishonesty?

4. Did the Respondents fail to produce information and documents concerning their mortgage brokering and mortgage lending activities, as required by the CFR's April 6, 2009 Subpoena Duces Tecum, issued pursuant to sections 2-114 and 11-515 of the Financial Institutions Article?

5. If any violations are found, what, if any, sanctions and/or monetary penalties should be imposed?

SUMMARY OF THE EVIDENCE

Exhibits

I admitted the following exhibits on behalf of the CFR:

- CFR #1 Notice of Hearing, February 9, 2011
- CFR #1A Regular and certified mail copies of February 9, 2011 Hearing Notice and attached Summary Order to Cease and Desist, returned by the United States Postal Service on February 22 or 23, 2011 as "unable to forward," as to all the Respondents
- CFR #2 Letter of delegation to the Hon. Jana Corn Burch, Executive Administrative Law Judge, from Anne Balcer Norton, Deputy Commissioner, January 6, 2011
- CFR #3 Summary Order to Cease and Desist, June 1, 2009
- CFR #4 Three Subpoenas Duces Tecum, April 6, 2009
- CFR #5 Licensing Information for Toni McCullers, t/a the Onyx Store, printed April 6, 2009, and for The Onyx Store, LLC, t/a MT Capital, printed May 20, 2009, with attached copies of Operating Agreement for the Onyx Store, LLC; List of Members; and Financial Statements for The Onyx Store, LLC, for year ended December 31, 2006
- CFR #6 Fax from Davis Ebo to DLLR re: closing of "MT Capital Mortgage," March 27, 2009, with attachments
- CFR #7 Internal DLLR e-mails and information from the State Department of Assessments and Taxation (SDAT) re: MT Capital, Inc., March 26, 2009; Mortgage Lenders License of the Onyx Store, LLC, d/b/a MT Capital, surrendered March 25, 2009
- CFR #8 Letter to the Hon. Ben C. Clyburn, Chief Judge of the District Court of Maryland, from W. Thomas Lawrie, Assistant Attorney General, June 16, 2009, with attachment
- CFR #9 Letter to The Hon. Alan M. Wilner, Chair, Rules Committee, from Chief Judge Clyburn, June 24, 2009
- CFR #10 Cash Advance Agreement for consumer [REDACTED] January 9, 2007, with attachments (re: District Court confessed judgment action)
- CFR #11 Complaint from consumer [REDACTED] to the Commissioner re: Money Today Cash Advance and wage garnishment, May 21, 2009

- CFR #12 Letter to Mr. Lawrie from consumer [REDACTED] re: vacation of confessed judgment, June 23, 2009, with attached Case Information from Maryland Judiciary Case Search, June 25, 2009
- CFR #13 Cash Advance Agreement for [REDACTED] December 18, 2006
- CFR #14 Case Information from Maryland Judiciary Case Search, May 26, 2009, re: August 5, 2008 confessed judgment against [REDACTED]
- CFR #15 Case Information from Maryland Judiciary Case Search, printed April 3, 2009 and May 26, 2009, showing confessed judgments in favor of Money Today against six consumers, some including of writs of garnishment of wages
- CFR #16 Business Entity Information from SDAT re: MT Capital, Inc., March 25, 2009
- CFR #17 "MT Capital Mortgage, LLC," website information, undated
- CFR #18 Business Entity Information from SDAT re: MT Capital, Inc., March 27, 2009
- CFR #19 Trade Name Approval Sheet, Onyx Integrated Services, July 10, 2007; Corporate Charter Approval Sheet, Onyx Integrated Services, LLC, September 5, 2008; Corporate Charter Approval Sheet, Onyx Integrated Services, LLC, September 5, 2008
- CFR #20 Business Entity Information from SDAT re: Money Today, May 20, 2009; Onyx Store, March 31, 2009; and The Onyx Store, LLC, March 27, 2009
- CFR #21 Business Entity Information from SDAT re: Cash Advance, May 20, 2009; Onyx Group Inc, May 20, 2009; and The Onyx Group, Inc., May 20, 2009

No exhibits were offered on behalf of the Respondents, who were not present.

Testimony

A. Thomas Koehler, CFR Investigator, testified on behalf of the CFR. No testimony was presented on behalf of the Respondents.

FINDINGS OF FACT

I find the following facts by a preponderance of the evidence:

Background

1. At all times relevant, the individual Respondents (Toni McCullers, Davis Ebo, and Chijioke Ebo) were principals in several entities (corporations and limited liability companies) engaged in various lending and financial activities in Maryland.
2. These entities (the corporate Respondents), operated under a confusing, even bewildering array of similar-sounding names and trade names, most of which were variants of the following: The Onyx Group; Onyx Integrated Services; The Onyx Store; Onyx Communications; Money Today; Cash Advance; and MT Capital. *See generally* Appendix A; *see also* CFR #16, #18, #19, #20, and #21 (assorted filings with SDAT).
3. The Respondents concentrated their activities in Montgomery and Prince George's Counties, Maryland.
4. The Respondent entities employed additional individuals, including but not limited to Robert Thompson, Tierra Robinson, Peter Akaoma, Frank Harrison, and Aisha Moore.
5. At various times between 2004 and 2009, the Respondent entities operated out of different locations or addresses in the State of Maryland,⁴ including:
 - 4640 Forbes Boulevard #206, Lanham, MD 20706;
 - 12119 Sutton Lane, Bowie, MD 20720;
 - P.O. Box 1295, Lanham, MD 20703;
 - 14625 Baltimore Avenue # 279, Laurel, MD 20705;
 - 3417 Branch Avenue, Temple Hills, MD 20748; and
 - 10409 Foxlake Drive, Mitchellville, MD 20721.

⁴ At least one Respondent, Cash Advance, purported to have a location at 120 Versailles Court, Newark, DE 19702. *See* CFR #10.

6. The last business address in the Commissioner's records for all the Respondents is 4640 Forbes Boulevard #206, Lanham, MD 20706.

Consumer or Payday Lending

7. The Onyx Group, Onyx Integrated Services/Onyx Store, Cash Advance, and Money Today⁵ (the payday loan Respondents) engaged in the business of making small loans or cash advances (also referred to as payday loans), typically in amounts in the hundreds of dollars, to Maryland consumers.

8. None of the payday loan Respondents were licensed as lenders under the MCLL. One, Toni McCullers, t/a Onyx Store, was licensed as a check casher. CFR #5.

9. The loans were typically payable in one to two weeks after the funds were provided to the borrower.

10. The "Cash Advance Agreement" entered into between the payday loan Respondents and the borrowers provided for the repayment of the principal amount of the loan, plus a "Deferred Deposit Fee."

11. The Deferred Deposit Fee, regardless of the name, was interest.

12. On at least three Cash Advance Agreements between the payday loan Respondents and specific Maryland consumers, the Deferred Deposit Fee constituted interest at an annual percentage rate (APR) between 938% and 1,095%. CFR #10, #13.

13. The maximum APRs permitted by Maryland law for consumer loans are 33% or 24%, depending on the amount of the original principal balance and the amount of the unpaid principal balance to which interest is applied.

14. The Cash Advance Agreements utilized by the payday loan Respondents also contained confessed judgment clauses, authorizing the Respondents, in the event of a default, to obtain a

⁵ I am using the short forms of the various Respondents' names, as set forth in Appendix A.

judgment by confession against the borrower in an amount equal to the “Default Amount.” CFR #10, #13.

15. The “Default Amount” was defined as: the unpaid balance; plus an “insufficient funds fee” of \$25.00; plus a late fee of 5% of the outstanding balance; plus interest at 1.5% per month on all portions of the amount due when the complaint for confessed judgment was filed. CFR #10, #13.

16. In addition, if a complaint for confessed judgment was filed, the borrower was required to pay attorneys’ fees in the amount of 25% of the Default Amount, plus court costs. CFR #10, #13.

17. The maximum amount of combined attorneys’ fees and court costs that a licensed consumer lender is permitted by law to collect is 15% of the amount due.

18. At all times relevant, confessed judgment clauses in consumer loan contracts were prohibited by the MCLL, as well as by the Maryland Consumer Protection Act, Title 13, Subtitle 3 of the Commercial Law Article.

19. Notwithstanding this statutory prohibition, until late 2009 the clerks of court routinely entered judgments by confession in cases involving consumer loan contracts, as permitted by Maryland Rule 3-611(District Court) and 2-611(circuit court), as those rules were then written.

20. Between 2001 and 2009, the payday loan Respondents filed approximately 1,500 complaints for confessed judgment in the District Court of Maryland, primarily in Montgomery and Prince George’s Counties, arising out of consumer loan contracts.

21. In many cases, after obtaining a judgment by confession against a borrower, the payday loan Respondents obtained a writ of wage garnishment and thereby collected from third parties the amounts allegedly owed by the consumer borrower. *See* CFR #15.

22. The payday loan Respondents' manipulation of the judicial system, particularly the use of writs of garnishment based on confessed judgments, caused distress and financial hardship to many consumer borrowers. *See, e.g.*, CFR #11 and #12.

23. The payday loan Respondents, through their agents, servants and employees, perpetrated numerous misrepresentations upon the District Court. *See* CFR #3, at §§ 27c, 27e, and 27f; CFR #14, and CFR #15. In particular:

- Robert Thompson and Tierra Robinson repeatedly represented themselves to be attorneys for the payday loan Respondents in the confessed judgment actions;
- In some confessed judgment actions, such as against ██████████ (CFR #14), Tierra Robinson represented herself as the attorney for the payday loan Respondents, while Robert Thompson (using a different address) represented himself as the attorney for the defendant borrowers; and
- In some confessed judgment actions, employees, including but not limited to Peter Akaoma, filed affidavits of service that were false. CFR #10, #11.

24. Robert Thompson and Tierra Robinson are not attorneys licensed to practice law in Maryland.⁶ They are, or at relevant times were, employees of the payday loan Respondents.

25. On or about June 16, 2009, the Commissioner brought the problem in the application of Rule 3-611, and its circuit court analogue Rule 2-611, to the attention of Chief Judge Clyburn of the District Court of Maryland. CFR #8.

26. On or about June 24, 2009, Chief Judge Clyburn brought the problem with Rules 3-611 and 2-611 to the attention of Judge Wilner, Chair of the Court of Appeals Standing Committee on Rules of Practice and Procedure. CFR #9.

⁶ There is no evidence that they are attorneys at all.

27. The District Court of Maryland subsequently vacated all of the confessed judgments obtained by the payday loan Respondents against Maryland consumers.

28. The Court of Appeals amended Maryland Rules 2-611 and 3-611, effective July 1, 2010, to require that the affidavit in support of a complaint for a judgment by confession affirmatively state that the written instrument authorizing the confessed judgment “does not arise from a consumer loan as to which a confessed judgment clause is prohibited by Code, Commercial Law Article, § 12-311(b).” Rules 2-611(a), 3-611(a).

29. On or about April 6, 2009, the Commissioner issued two subpoenas to the payday loan Respondents, requiring them to produce on April 21, 2009 all documents pertaining to their check cashing and installment loan lending (payday lending) activities from January 1, 2007 forward. CFR #4.

30. The payday loan Respondents have never complied with the subpoenas or produced any documents whatsoever. The Commissioner obtained information from public records, including the Maryland Judiciary Case Search and Business Entity Information from the SDAT.

31. On May 8, 2009, the payday loan Respondents refused to permit the Commissioner to examine their books and records.

Mortgage Brokering and Lending

32. Onyx Integrated Services/Onyx Store, MT Capital LLC, MT Capital, Inc., Toni McCullers, Davis Ebo, and Chijioke Ebo⁷ (the mortgage lending Respondents) engaged in the business of mortgage lending and/or brokering in Maryland.

33. On or about May 4, 2007, the Commissioner issued Mortgage Lender’s License #16967 to The Onyx Store, LLC, trading as MT Capital (Licensee). The business address of the

⁷ See footnote 5, above.

Licensee was 4640 Forbes Boulevard, #206, Lanham, MD 20706. The contact person was Davis Ebo, and the telephone number was 301-577-1069. CFR #5.

34. The members of The Onyx Store, LLC were identified as Toni McCullers Ebo, Davis Ebo, and Chijioke Ebo. The business addresses and telephone numbers for all three were the same as for the Licensee. CFR #5, List of Members.

35. In October 2007, Investigator Koehler and another investigator obtained from Chijioke Ebo two mortgage loan files brokered by the Licensee.⁸ One loan, [REDACTED], had closed on July 2, 2007. The other loan, [REDACTED], had closed on August 23, 2007.

36. Both the [REDACTED] and [REDACTED] loans were originated by individuals not licensed as mortgage originators as required by law.⁹

37. Both the [REDACTED] and [REDACTED] loan files lacked separate brokerage agreements, as required by law.

38. Both the [REDACTED] and [REDACTED] loan files contained documents or information suggesting that the licensed mortgage lender was "MT Capital Mortgage LLC." This was not the entity named on License #16967. This entity did not exist.

39. This non-existent entity maintained a website advertising mortgage lending services and other loan programs, such as "foreclosure bail out" and "bankruptcy buyout." CFR #17. The website suggested that the copyright belonged to "MT Capital, LLC, © 2007." *Id.*

40. "MT Capital LLC" was a limited liability company formed by Davis Ebo on April 29, 2005. The Resident Agent was Frank Harrison. The purpose of this entity was "investments,

⁸ These loan files were not offered in evidence.

⁹ The Summary Order, CFR #3 at ¶ 52, says both loans were originated by Aisha Moore. Mr. Koehler testified that the Barfield loan was originated by Chijioke Ebo. This discrepancy is not material, since neither individual was a licensed mortgage originator.

trade, leverage buyouts, receivables, notes [,] all financial services and consultancy.” CFR #18.

This entity was forfeited by the SDAT on October 5, 2007. *Id.*

41. On the morning of March 25, 2009, two of the CFR’s Compliance Examiners visited the Licensee’s business address, 4640 Forbes Boulevard, #206, Lanham, MD 20706, for the purpose of conducting a routine compliance examination. CFR #7.

42. The individuals inside the premises would not allow the examiners to enter. The individuals stated that they wanted to surrender the license, and handed License #16967 to the examiners through the door.¹⁰ CFR #7.

43. At approximately 4:40 p.m. on March 25, 2009, Chijioke Ebo incorporated a new entity, MT Capital, Inc., at the SDAT. CFR #7, #16. The purpose of the new entity was “to engage in provision of short term loans, credit facilities, loan brokerages and other legal trades.” CFR #16.

44. On March 27, 2009, Davis Ebo, on behalf of “Management, Onyx Group LLC dba MT Capital” advised the Commissioner in writing that “MT Capital Mortgage” was no longer in business, and had been closed “for over the past 19 months.” CFR #6. He asserted that the company had been unable to close a loan since its inception. *Id.* He attached a Manager’s Questionnaire, showing zero loans closed over the previous 24 calendar months. *Id.*

45. In connection with the original license application, the members of The Onyx Store, LLC represented that as of April 11, 2007, Toni McCullers Ebo had an 80% ownership interest in the LLC. CFR #5, Exhibit A to Operating Agreement.

46. In Schedule A attached to the Manager’s Questionnaire, certified as correct on March 25, 2009, Davis Ebo stated that he owned 100% of The Onyx Store, LLC. CFR #6.

47. In documents filed earlier with the SDAT, Davis Ebo held himself out as the owner of The Onyx Store LLC. CFR #19 (filings on July 10, 2007 and September 5, 2008).

¹⁰ The license was scheduled to expire on May 4, 2009. CFR #5.

48. On or about April 6, 2009, the Commissioner issued a subpoena to the mortgage lending Respondents, requiring them to produce on April 21, 2009 all documents pertaining to their mortgage brokering and mortgage lending activities from May 1, 2007 forward. CFR #4.

49. The mortgage lending Respondents have never complied with the subpoenas or produced any documents whatsoever. The Commissioner obtained information through its own investigation and from public records, particularly Business Entity Information from the SDAT.

50. On May 8, 2009, the mortgage lending Respondents refused to permit the Commissioner to examine their books and records.

DISCUSSION

A. The Respondents' Failure to Appear

The Respondents consist of several inter-related corporations and LLCs, and three individuals. As noted above, no one appeared to represent either the entities or the natural persons, none of whom appeared.¹¹ I conclude that the Respondents, and all of them, failed to appear for the hearing despite adequate notice, for the following reasons.

First, there is no dispute that the Respondents' business address of record since at least March 2009 has been 4640 Forbes Boulevard, #206, Lanham, MD 20706. This address is currently reflected on the records of DLLR. CFR #5, #7; CFR #3 at ¶¶ 25, 49.

Second, the OAH issued a Notice of Hearing (Notice) on February 9, 2011 and mailed it, by certified and regular mail, to each corporate and individual Respondent at the Forbes Boulevard address. Attached to each Notice was a copy of the June 1, 2009 Summary Order. *See* COMAR 09.01.02.06A. Both the certified and regular mail copies of the Notices were returned as "unable to forward" by the United States Postal Service, as to each and every

¹¹ In the January 6, 2011 delegation letter, the Commissioner advised the OAH that the Respondents' counsel had withdrawn their appearance, and no new counsel had entered an appearance as of that date. CFR #2. Consequently, the OAH did not send a copy of the Notice of Hearing to the Respondents' former counsel.

Respondent. CFR #1, #1A. No request to the OAH for a postponement of the hearing was made by or on behalf of any Respondent.

I conclude from these facts that the Respondents, and all of them, had constructive notice of the hearing and that it was appropriate to proceed in the Respondents' absence. COMAR 09.01.02.07 and 09.01.02.09.

B. Applicable Law

1. Burden of Proof

The Commissioner, as the moving party on the charges, has the burden to prove by a preponderance of the evidence that the Respondents violated the statutes and regulation at issue. See Md. Code Ann., State Gov't § 10-217 (2009); *Comm'r of Labor and Indus. v. Bethlehem Steel Corp.*, 344 Md. 17, 34 (1996).

2. The Commissioner's Enforcement Powers—Generally

The CFR's power to issue summary cease and desist orders is found in section 2-115(a) of the Financial Institutions Article, which provides in pertinent part as follows:

(a) When the Commissioner determines that a person has engaged in an act or practice constituting a violation of a law, regulation, rule or order over which the Commissioner has jurisdiction, and that immediate action against the person is in the public interest, the Commissioner may in the Commissioner's discretion issue, without a prior hearing, a summary order directing the person to cease and desist from engaging in the activity, provided that the summary cease and desist order gives the person:

(1) Notice of the opportunity for a hearing before the Commissioner to determine whether the summary cease and desist order should be vacated, modified, or entered as final; and

(2) Notice that the summary cease and desist order will be entered as final if the person does not request a hearing within 15 days of receipt of the summary cease and desist order.

The CFR's general power to impose sanctions, subject to notice and a right to a hearing, is contained in section 2-115(b) of the FI Article, which provides in pertinent part as follows:

(b) When the Commissioner determines after notice and a hearing, unless the right to notice and a hearing is waived, that a person has engaged in an act or practice constituting a violation of a law, regulation, rule or order over which the Commissioner has jurisdiction, the Commissioner may in the Commissioner's discretion and in addition to taking any other action authorized by law:

(1) Issue a final cease and desist order against the person;

(2) Suspend or revoke the license of the person;

(3) Issue a penalty order against the person imposing a civil penalty up to the maximum amount of \$1,000 for a first violation and a maximum amount of \$5,000 for each subsequent violation; or

(4) Take any combination of the actions specified in this subsection.

FI § 2-115(b).

The factors to be considered in the imposition of a penalty are set forth in section 2-115(c) of the FI Article, which provides in pertinent part as follows:

(c) In determining the amount of financial penalty to be imposed under subsection (b) of this section, the Commissioner shall consider the following factors:

(1) The seriousness of the violation;

(2) The good faith of the violator;

(3) The violator's history of previous violations;

(4) The deleterious effect of the violation on the public and the industry involved;

(5) The assets of the violator; and

(6) Any other factors relevant to the determination of the financial penalty.

FI § 2-115(c).

¹² For convenience, I refer to this statute by the abbreviated form "FI" in the remainder of the Discussion.

The CFR's authority over mortgage lender licensees is found in Title 11, subtitle 5 of the FI Article, the Maryland Mortgage Lender's Law (MMLL). As pertinent to this case, section 11-517 provides:

(a) Subject to the hearing provisions of § 11-518 of this subtitle, the Commissioner may suspend or revoke the license of any licensee if the licensee or any owner, director, officer, member, partner, stockholder, employee, or agent of the licensee:

...

(4) Violates any provision of this subtitle or any rule or regulation adopted under it or any other law regulating mortgage loan lending in the State; or

(5) Otherwise demonstrates unworthiness, bad faith, dishonesty, or any other quality that indicates that the business of the licensee has not been or will not be conducted honestly, fairly, equitably, and efficiently.

...

(c)(1) The Commissioner may enforce the provisions of this subtitle, regulations adopted under § 11-503 of this subtitle, and the applicable provisions of Title 12 of the Commercial Law Article by:

(i) Issuing an order:

1. To cease and desist from the violation and any further similar violations; and
2. Requiring the violator to take affirmative action to correct the violation including the restitution of money or property to any person aggrieved by the violation; and

(ii) Imposing a civil penalty not exceeding \$5,000 for each violation.

FI § 11-517(a), (c). The factors to be considered in imposing penalties are the same as those set forth in section 2-115(c). FI § 11-517(e).

3. Substantive Law—Consumer Loans

Title 12, Subtitle 3 of the Commercial Law Article¹³ contains the Credit Provisions

¹³ For convenience, I refer to this statute by the abbreviated form "CL" in the Discussion. All citations are to the 2005 Replacement Volume, with the exception of CL § 12-301, which appears in the 2010 Supplement.

pertaining to consumer loans. Title 11, Subtitle 2 of the FI Article contains the Licensing Provisions. The two statutes together constitute the MCLL. *See* CL § 12-317(b) and FI § 11-223(b). The MCLL applies to loans in an original amount or value less than \$6,000.00. CL § 12-303(a).

The following provisions of the MCLL are pertinent to this case. A person may not make a loan, or engage in the business of making loans, unless licensed by the Commissioner. CL § 12-302; FI § 11-204(a). A “person” includes an individual and a corporate or other legal entity. CL § 12-301(f); FI § 11-201(e). A “loan” means any loan or advance of money or credit. CL § 12-301(e); FI § 11-202(c).

The maximum APRs permitted by Maryland law for consumer loans are: for a loan with an original principal balance of \$2,000.00 or less, 33% (2.75% per month) on the unpaid principal balance up to \$1,000.00, and 24% (2% per month) on the unpaid principal balance that is more than \$1,000.00; and for a loan with an original principal balance of more than \$2,000.00, 24% (2% per month) on the unpaid principal balance. CL § 12-306(a)(6).

For loans having an original principal balance of \$2,000.00 or less, a lender who refers an account in default for collection “to an attorney who is not a salaried employee of the lender” may recover, pursuant to a contract so providing, attorneys’ fees and court costs “not exceeding 15 percent of the amount due and payable under the terms of the loan, to be set by the court in the event of the filing of suit.” CL § 12-307.1(b). The limitations for loans over \$2,000.00 are the same, except there is no requirement that the court set the amount. CL § 12-307.1(a).

In connection with any loan, a lender may not contract for or receive “any interest, discount, fee, fine, commission, charge, brokerage or other consideration” in excess of that permitted by the MCLL. CL § 12-313; *see also* § 12-314(a). Such a loan is unenforceable, and

an unlicensed person may not retain any principal, interest, or other compensation with respect to an unenforceable loan. CL § 12-314(b).

A lender who makes a consumer loan is required, at the time of making the loan, to provide the borrower with a written statement that, among other things, quotes certain sections of the MCLL in their entirety. CL § 12-308.

A lender may not take as security for a loan any confession of judgment authorizing the lender or a third person to confess judgment against the borrower in a judicial proceeding. CL § 12-311(b)(1); *see also* CL § 13-301(12) (Supp. 2010) (confessed judgment clause in a contract related to a consumer transaction is an unfair or deceptive trade practice).

4. Substantive Law—Mortgage Lending Activities

A “mortgage lender” is a person who is a mortgage broker, makes a mortgage loan to any person, or is a mortgage servicer. FI § 11-501(j)(1). A mortgage lender is to be distinguished from a “mortgage originator,” defined as an individual who, for or in the expectation of compensation or gain, takes a loan application or offers or negotiates the terms of a mortgage loan. FI § 11-601(q)(1). Unless an individual is exempt under section 11-602(d),¹⁴ an individual may not engage in the business of a mortgage loan originator unless licensed by the Commissioner. FI § 11-602(b).¹⁵ A licensed mortgage lender “may not broker a loan to, or accept a loan referral from,” a person the licensee knows to be unlicensed. COMAR 09.03.06.03B.

¹⁴ There is no evidence that any of the exemptions apply in this case.

¹⁵ Before revisions to the statute in 2009, this prohibition was codified at former section 11-604. *See* CFR #3, ¶46. The current provisions were enacted by Chapter 4, Laws of 2009, effective July 1, 2009. Former section 11-604 of the FI Article, which was repealed by Chapter 4, provided that beginning on January 1, 2007, an individual could not act as a mortgage originator unless the individual was a licensee, or exempt from licensing. Md. Code Ann., Fin. Inst. § 11-604 (Supp. 2007). I make these observations because the Summary Order was issued on June 1, 2009, and the two loan files about which Mr. Koehler testified dated from 2007.

A person licensed as a mortgage lender “may not conduct any mortgage loan business . . . under any name different from the . . . name that appears on the person’s license.” FI §11-505(d)(2). A licensee may not undergo a change in control without written notice to and written approval by the Commissioner. FI § 11-512 (b)(1). “Control” is determined by, among other factors, the ownership of more than 25% of the voting shares of a corporation, or the “power to direct or cause the direction of the management and policies” of a licensee other than a corporation. FI § 11-512(b)(2).

5. Substantive Law—Commissioner’s Power to Investigate

The CFR is required to examine the business of mortgage lender licensees at regular intervals, and may investigate alleged violations of law. As pertinent to this case, section 11-515 of the FI Article provides:

(a)(1) The Commissioner shall examine the business of each licensee:

(i) In accordance with a schedule established by the Commissioner; and

(ii) At any other time that the Commissioner reasonably considers necessary.

FI § 11-515. In addition, section 2-114 of the FI Article provides in pertinent part as follows:

(b) For the purpose of an investigation or proceeding, the Commissioner or an officer designated by the Commissioner may administer oaths and affirmations, subpoena witnesses, compel their attendance, take evidence, and require the production of books, papers, correspondence, memoranda, agreements, or other documents or records which the Commissioner considers relevant or material to the inquiry.

FI § 2-114. The CFR relied on section 2-114 in the April 6, 2009 Subpoenas Duces Tecum.

CFR #4.

The requirement for mortgage lender licensees to maintain books and records and make them available to the Commissioner is found at FI § 11-513. The requirement for check cashing

licensees, such as Toni McCullers (*see* CFR # 5) to maintain books and records and make them available to the Commissioner is found at FI § 12-114.

C. Application of Law to Facts

1. Consumer Lending

The evidence that the payday loan Respondents have violated numerous provisions of the MCLL is compelling and does not require extended discussion. Although the CFR only introduced three specific Cash Advance Agreements, three consumer complaints, and a relatively small number of confessed judgment case records from the Maryland Judiciary Case Search, Mr. Koehler testified credibly that these documents were representative of the Respondents' consumer lending activities. He explained that he reviewed approximately twenty-five of the consumer loan files, which involved small loans in the nature of "payday" loans. He testified that all of the loans had exceedingly high rates of interest, as well as the offending confessed judgment clause and attorneys' fees and costs provisions, and that the Cash Advance Agreements admitted in evidence were typical of those he reviewed.

Mr. Koehler also testified concerning information that he personally unearthed during his investigation, and vouched for the accuracy of the information contained in the Summary Order, including the number of District Court cases filed by the Respondents against borrowers. *See* Summary Order at ¶ 27.

I am satisfied from Mr. Koehler's testimony that the documents admitted in evidence are representative of the Respondents' payday loan activities. I am further satisfied by the testimony and exhibits that the Respondents committed the following violations of the MCLL:

- They engaged in making consumer loans without being licensed by the Commissioner to do so, thereby violating CL § 12-302 and FI § 11-204(a);

- They charged and received usurious interest rates (disguised as “Deferred Deposit Fees”), in the range of 900% to over 1,000% per annum, thereby violating CL § 12-306(a)(6), CL § 12-313, and CL § 12-314;
- They collected attorneys’ fees and court costs when not entitled to do so, because delinquent accounts were not referred to outside counsel for collection; in addition, the loan agreements provided for recovery of attorneys’ fees and court costs in excess of the amount(s) permitted by law, even if the accounts had been referred to outside counsel, thereby violating CL § 12-307.1, CL § 12-313, and CL § 12-314;
- They included confessed judgment clauses in the consumer loan agreements, when such clauses are prohibited by law, thereby violating CL § 12-311(b)(1), and used such unlawful judgments as the basis for writs of garnishment of wages against consumers;
- As part and parcel of the illegal lending activities and in aid of the above violations, Robert Thompson and Tierra Robinson, agents, servants or employees of the Respondents, on numerous occasions falsely represented themselves to be attorneys licensed to practice law in Maryland;
- As part and parcel of the illegal lending activities and in aid of the above violations, other agents, servants or employees of the Respondents, including but not limited to Peter Akaoma, submitted false affidavits of service to the District Court; and
- On May 8, 2009, the payday loan Respondents failed and refused to permit the Commissioner to examine their books and records, thereby violating FI § 12-114.

Furthermore, the payday loan Respondents failed to comply in any respect with the Commissioner’s April 6, 2009 Subpoenas Duces Tecum, thereby violating FI § 2-114.

The evidence shows that the Respondents' consumer or payday lending activities were unlawful, usurious, and predatory. The activities were also misleading, as a result of the numerous entities and trade names, and different addresses, used to conduct these activities. In essence, the three individual Respondents were "shape-shifters" who, using the cover of legitimate-sounding business names, preyed upon unsuspecting and unsophisticated consumers.¹⁶ These individuals, through their sham businesses, further leveraged their illegal activities by perpetrating numerous frauds upon the District Court, and by taking advantage of a loophole then existing in the Maryland Rules.

2. Mortgage Lending

The evidence that the mortgage lending Respondents violated the MMLL is equally persuasive. As with the consumer lending activities, Mr. Koehler vouched for the accuracy of the factual averments in the Summary Order, and testified from his personal knowledge of the CFR's investigation of the Respondents' mortgage lending activities.

I am satisfied by Mr. Koehler's testimony and the exhibits that the mortgage lending Respondents committed the following violations of the MMLL:

- They conducted a mortgage lending business under a the name of a non-existent entity, which was a name different from the name on the license issued by the Commissioner, and advertised mortgage lending services on the Internet under yet a different name, thereby violating FI §11-505(d)(2);
- They accepted at least two loans in 2007 from one or more individuals who were not licensed as mortgage loan originators, thereby violating COMAR 09.03.06.03B;¹⁷

¹⁶ From the amounts of the loans, it is reasonable to infer that these were persons who lived "paycheck to paycheck."

¹⁷ The Commissioner alleged an additional violation of the MMLL with respect to these two loans (lack of a separate brokerage agreement). *See* CFR #3, ¶ 52. Without the loan files being in evidence, I have not found this as a separate violation.

- They effected a change in control of the Licensee from Toni McCullers (80% in 2007) to Davis Ebo (100% in 2009), without written notice to or written approval from the Commissioner, thereby violating FI § 11-512 (b)(1);
- They willfully refused to permit the Commissioner's examiners to enter the licensed premises to conduct a routine examination pursuant to FI § 11-515;
- They demonstrated bad faith and dishonesty, as contemplated by FI § 11-517(a), by surrendering License #16967 to the examiners on the morning of March 25, 2009 and then, before the end of the same day, incorporating a new entity at the SDAT with a name almost identical to the trade name on License #16967;
- They further demonstrated bad faith and dishonesty, as contemplated by FI § 11-517(a), by falsely representing, in a Manager's Questionnaire submitted to the Commissioner on March 26, 2009, that the Licensee had closed zero loans over the previous 24 calendar months, when the Licensee had closed at least two loans, in July and August 2007; and
- On May 8, 2009, they failed and refused to permit the Commissioner to examine their books and records, thereby violating FI § 11-513.

Furthermore, the mortgage lending Respondents failed to comply in any respect with the Commissioner's April 6, 2009 Subpoenas Duces Tecum, thereby violating FI § 2-114.

The activities of the mortgage lending Respondents are slightly different in that, at least for a time, one entity was licensed by the Commissioner. However, as with the illegal consumer lending activities, the evidence shows the same pattern of similar-sounding entities being operated by the individual Respondents. One could hardly blame even the SDAT, much less a prospective borrower, for being confused. *See* CFR ## 18-21.

Moreover, the evidence is clear that the Respondents' mortgage lending activities were conducted at the Forbes Boulevard location, the address where at least some of the illegal consumer lending activities took place. The Licensee, or individuals acting on its behalf, willfully refused entry to the Commissioner's compliance examiners on March 25, 2009; it is reasonable to infer that the individuals surrendered the license believing that they could escape the Commissioner's enforcement powers by that stratagem. Everything about these Respondents' mortgage lending activities is permeated with dishonesty, bad faith, and the intent to deceive the public and the regulatory authorities.¹⁸

D. Sanctions

As sanctions, the Commissioner seeks the entry of a Final Cease and Desist Order, as well as different sanctions for the Respondents' violations of the MCLL and the MMLL.

The entry of a Final Cease and Desist Order against all the Respondents listed in Appendix A is amply warranted by the evidence.¹⁹

As to the violations of the MCLL, in light of the vacation of the District Court judgments, the Commissioner did not request restitution to any borrowers, or present any evidence from which I could recommend restitution. Instead, the Commissioner is seeking a penalty of \$1,000.00 for each District Court action based upon an illegal confessed judgment clause, which was in turn based upon an illegal loan contract.

I have added up all the numbers of cases set forth in CFR #3, §§ 27a-27f. They total 1,508 cases. I have considered the factors in FI § 2-115(c), except the violators' assets, as to which no evidence was presented, and I conclude that these factors all support the imposition of

¹⁸ It is troubling to contemplate what the Respondents' advertised "foreclosure bail out" and "bankruptcy buyout" activities may have involved.

¹⁹ The Summary Order presumably became final against any of the original respondents who did not timely request a hearing. *See* FI § 2-115 (b).

the maximum penalty for each violation. There is no evidence to mitigate the penalty, which should total \$1,508,000.00.²⁰

As to the violations of the MMLL, the Commissioner is not seeking a civil penalty or restitution, but simply revocation of the mortgage lender's license issued to the Respondent Onyx Store d/b/a MT Capital. The Commissioner argued that revocation is appropriate even though the license has been surrendered and has expired, because the violations occurred while the license was in effect.

I agree. Given the Respondents' disregard for the provisions of the MMLL and COMAR, their deceptive and misleading methods of operation, their willful refusal to cooperate with the Commissioner's compliance personnel, and their contumacious failure to respond to the Commissioners' subpoena, I find that revocation is an entirely appropriate sanction under FI § 2-115(b).

CONCLUSIONS OF LAW

Based upon the foregoing Findings of Fact and Discussion, I conclude as a matter of law that the Respondents, and all of them, violated the MCLL and the MMLL, all as set forth in sections C(1) and C(2), above.

RECOMMENDED ORDER

I **RECOMMEND** that the CFR:

ORDER that the Respondents, and all of them, whether individuals or bodies corporate, cease and desist from engaging in the consumer lending and the mortgage lending business in Maryland;

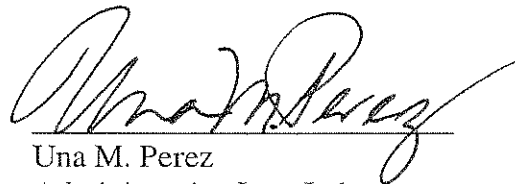
²⁰ At the hearing, counsel for the CFR argued that the Commissioner's more recent policy was to seek a penalty for two violations—the unlicensed lending and the usurious loan contracts—in each case, meaning that the total penalty would be twice as large. As much as I find the Respondents' conduct reprehensible, I am not inclined to double the penalty, since that policy is not articulated in the Summary Order.

ORDER that the Maryland Mortgage Lender's License of the Respondent The Onyx Store, LLC d/b/a MT Capital be revoked;

ORDER that the Respondents pay to the Maryland Commissioner of Financial Regulation a civil penalty of \$1,508,000.00, calculated as follows: \$1,000.00 times 1,508 District Court actions filed by the Respondents against consumer borrowers arising out of illegal and usurious consumer loan contracts between 2004 and 2009; and

ORDER that the records and publications of the CFR reflect this decision.

July 11, 2011
Date Decision Mailed


Una M. Perez
Administrative Law Judge

UMP/ch
Doc# 124003

MARYLAND COMMISSIONER OF
FINANCIAL REGULATION
v.
THE ONYX GROUP, INC., et al.,
RESPONDENTS

* BEFORE UNA M. PEREZ,
* AN ADMINISTRATIVE LAW JUDGE
* OF THE MARYLAND OFFICE OF
* ADMINISTRATIVE HEARINGS
* OAH CASE No: DLR-CFR-76A-11-03708
* CFR FILE No: DFR-EU-2007-130

* * * * *

APPENDIX A—LIST OF ORIGINAL RESPONDENTS²¹

1. The Onyx Group, Inc. [a/k/a Onyx Group Inc., a/k/a Onyx Group, d/b/a Cash Advance, d/b/a Mooregreen Communications] [The Onyx Group];
2. Onyx Integrated Services, LLC [d/b/a Cash Advance, d/b/a Money Today, d/b/a MT Capital, d/b/a The Onyx Store, d/b/a The Onyx Store, LLC, f/k/a The Onyx Store, LLC (a/k/a Onyx Store, LLC, a/k/a Onyx Store LLC, a/k/a The Onyx Stores LLC, a/k/a Onyx Stores LLC, a/k/a Onyx Store, a/k/a Onyx Communications Inc., d/b/a Onyx Integrated Services, d/b/a Cash Advance, d/b/a/ Money Today, d/b/a MT Capital)] [Onyx Integrated Services/Onyx Store];
3. Cash Advance BA [a/k/a Cash Advance, d/b/a Money Today] [Cash Advance];
4. Money Today, Inc. [a/k/a Money Today Inc., a/k/a Money Today Store, a/k/a Money Today, d/b/a Cash Advance] [Money Today];
5. MT Capital LLC [a/k/a MT Capital, a/k/a MT Capital Mortgage LLC, a/k/a MT Capital Mortgage] [MT Capital LLC];
6. MT Capital, Inc.;
7. Toni Ann McCullers [a/k/a Toni A. McCullers-Ebo, a/k/a Toni McCullers d/b/a Onyx Store, a/k/a Toni Ebo, a/k/a Toni A. McCullers Ebo, a/k/a Toni A. McCuller, a/k/a Toni A.

²¹ To avoid the possibility of error, this list is taken verbatim from the Summary Order, CFR #3 at 3-4.

McCuller-Ebo] [Toni McCullers];

8. Davis Kiki Ebo [a/k/a David K. Ebo, a/k/a Davis K. Ebo-Johnson, a/k/a Davis Kiki Johnson, a/k/a Johnson David Ebo, a/k/a E. Davis Ebo, a/k/a Dan Uoukwu] [Davis Ebo];

9. Chijioke Okeke Ebo [a/k/a Chijioke Michael Ebo, a/k/a Michael C. Ebo, a/k/a Michael Ebo, a/k/a Mike Ebo, a/k/a Michael Ekeke, a/k/a Chijioke O. Ebo, a/k/a Michael O. Ebo] [Chijioke Ebo];

10. Anthony Ebo;

11. Robert Thompson;

12. Tierra Robinson;

13. Peter Akaoma;

14. Dan Uoukwu;

15. Frank Harrison;

16. Oluwabunmi R. Adelerin;

17. Aisha Moore;

18. Robert Dumps;

19. Richard Hunter; and

20. Chioma Onianwah

MARYLAND COMMISSIONER OF
FINANCIAL REGULATION

v.

THE ONYX GROUP, INC.,
RESPONDENTS

* BEFORE UNA M. PEREZ,
* AN ADMINISTRATIVE LAW JUDGE
* OF THE MARYLAND OFFICE OF
* ADMINISTRATIVE HEARINGS
* OAH CASE No: DLR-CFR-76A-11-03708
* CFR FILE No: DFR-EU-20079-130

* * * * *

FILE EXHIBIT LIST

I admitted the following exhibits on behalf of the CFR:

- CFR #1 Notice of Hearing, February 9, 2011
- CFR #1A Regular and certified mail copies of February 9, 2011 Hearing Notice and attached Summary Order to Cease and Desist sent to all Respondents, returned by the United States Postal Service on February 22 or 23, 2011 as unable to forward
- CFR #2 Letter of delegation to the Hon. Jana Corn Burch from Anne Balcer Norton, Deputy Commissioner, January 6, 2011
- CFR #3 Summary Order to Cease and Desist, June 1, 2009
- CFR #4 Three Subpoenas Duces Tecum, April 6, 2009
- CFR #5 Licensing Information for Toni McCullers, t/a the Onyx Store, printed April 6, 2009, and for The Onyx Store, LLC, t/a MT Capital, printed May 20, 2009, with attached copies of Operating Agreement for the Onyx Store, LLC; List of Members; and Financial Statements for The Onyx Store, LLC, for year ended December 31, 2006
- CFR #6 Fax from Davis Ebo to DLLR, re: closing of "MT Capital Mortgage," March 27, 2009, with attachments
- CFR #7 Internal DLLR e-mails and information from the State Department of Assessments and Taxation (SDAT) re: MT Capital, Inc., March 26, 2009; Mortgage Lenders License of the Onyx Store, LLC, d/b/a MT Capital, surrendered March 25, 2009

- CFR #8 Letter to the Hon. Ben C. Clyburn, Chief Judge of the District Court of Maryland, from W. Thomas Lawrie, Assistant Attorney General, June 16, 2009, with attachment
- CFR #9 Letter to The Hon. Alan M. Wilner, Chair, Rules Committee, from Chief Judge Clyburn, June 24, 2009
- CFR #10 Cash Advance Agreement for [REDACTED], January 9, 2007, with attachments (re: District Court confessed judgment action)
- CFR #11 Consumer complaint to the Commissioner re: Money Today Cash Advance and wage garnishment, May 21, 2009
- CFR #12 Letter to Mr. Lawrie from a consumer re: vacation of confessed judgment, June 23, 2009, with attached Case Information from Maryland Judiciary Case Search, June 25, 2009
- CFR #13 Cash Advance Agreement for [REDACTED], December 18, 2006
- CFR #14 Case Information from Maryland Judiciary Case Search, May 26, 2009, re: August 5, 2008 Confessed Judgment against Robin Foster
- CFR #15 Case Information from Maryland Judiciary Case Search, printed April 3, 2009 and May 26, 2009, showing confessed judgments in favor of Money Today against six consumers, and issuance of writs of garnishment of their wages
- CFR #16 Business Entity Information from SDAT re: MT Capital, Inc., March 25, 2009
- CFR #17 "MT Capital Mortgage, LLC," website information, undated
- CFR #18 Business Entity Information from SDAT re: MT Capital, Inc., March 27, 2009
- CFR #19 Trade Name Approval Sheet, Onyx Integrated Services, July 10, 2007; Corporate Charter Approval Sheet, Onyx Integrated Services, LLC, September 5, 2008; Corporate Charter Approval Sheet, Onyx Integrated Services, LLC, September 5, 2008
- CFR #20 Business Entity Information from SDAT re: Money Today, May 20, 2009; Onyx Store, March 31, 2009; and The Onyx Store, LLC, March 27, 2009
- CFR #21 Business Entity Information from SDAT re: Cash Advance, May 20, 2009; Onyx Group Inc, May 20, 2009; and The Onyx Group, Inc., May 20, 2009

No exhibits were offered on behalf of the Respondents, who were not present.