

**IN THE MATTER
OF:**

SUPREME CONSULTING LLC,

BRYAN TUCKER-BEY, and

**WEYIMI AYU a/k/a ORITSEWEYI
OMARUKE AYU a/k/a OMAR AYU
ORITSEWEYIMI a/k/a ORITSEWEYI
AYU a/k/a ORITSEWEYIMI AYU a/k/a
WEYIMI O. AYU a/k/a ORITSEWEYIM
AYU a/k/a ORITSEWEYIM OMAR AYU,**

Respondents.

**BEFORE THE MARYLAND
COMMISSIONER OF
FINANCIAL REGULATION**

Case No.: CFR-FY2012-114

SETTLEMENT AGREEMENT AND CONSENT ORDER

This Settlement Agreement and Consent Order (“Agreement”) is entered into this 1st day of August, 2012, by and between the Maryland Deputy Commissioner of Financial Regulation (the “Deputy Commissioner”), and the following: Supreme Consulting LLC (“Supreme Consulting”), Bryan Tucker-Bey, and Weyimi Ayu a/k/a Oritseweyi Omaruke Ayu a/k/a Omar Ayu Oritseweyimi a/k/a Oritseweyi Ayu a/k/a Oritseweyimi Ayu a/k/a Weyimi O. Ayu a/k/a Oritseweyim Ayu a/k/a Oritseweyim Omar Ayu, (collectively, the “Respondents”). The Deputy Commissioner and Respondents (the “Parties”) consent to the entry of this Agreement as a final resolution of this matter. All paragraphs below are intended to be part of the contractual obligations of the Parties hereto, so far as they may be so construed, and are not mere recitals to this Agreement.

1. Pursuant to the Annotated Code of Maryland Commercial Law Article (“CL”), Title 14, Subtitle 19, (the Maryland Credit Services Businesses Act, hereinafter “MCSBA”), and Financial Institutions Article (“FI”), Title 11, Subtitles 2 and 3, the Maryland Commissioner of Financial Regulation (the “Commissioner”) is responsible for licensing and regulating, *inter alia*, all residential mortgage loan modification services (a/k/a loss mitigation, foreclosure consulting, and similar services) provided to consumer loans secured by residential real property located in the State of Maryland (the “State”). In addition, pursuant to the Annotated Code of Maryland Real Property Article (“RP”), Title 7, Subtitle 3 (Protection of Homeowners in Foreclosure Act, hereinafter “PHIFA”), the Commissioner may enforce the provisions of PHIFA as they apply to those individuals entering into agreements with Maryland homeowners in default or in foreclosure to provide residential mortgage loan modification services pertaining to homeowner-occupied Maryland residential real property, or otherwise contracting to provide services to stave off foreclosure on Maryland residential mortgage loans in default.

2. On June 1, 2012, the Deputy Commissioner issued a Summary Order to Cease and Desist and Summary Suspension of Respondent Supreme Consulting LLC’s Maryland Credit Services Business License (“Summary Order”), alleging, in part, that Respondents provided unlicensed residential loan modification services prior to licensure in violation of the MCSBA, and FI, Title 11, Subtitles 2 and 3; and that Respondents violated PHIFA by collecting up-front fees prior to successfully providing those services contemplated under loan modification/foreclosure consulting agreements entered into with Maryland consumers.

3. Respondents deny the alleged violations set forth above but, nonetheless, Respondents wish to resolve the alleged violations without the need for further administrative proceedings or other legal proceedings, and to avoid the costs associated with such proceedings and any potential appeals, and therefore agree to resolve this matter fully, finally, and completely without further administrative proceedings commenced, or an administrative hearing or injunction, and further accept without condition, and fully agrees to abide by, each and every term set forth in this Agreement.

4. The Deputy Commissioner desires to ensure that Respondents will comply with all applicable statutes, regulations, and others laws governing Maryland mortgage lending, brokering, origination, modification, and mitigation, and further wishes to avoid the costs to the taxpayers of an administrative hearing and/or injunction and any potential appeals.

5. Respondents have agreed to take each and every one of the following actions in exchange for a final resolution of all allegations made herein:

a. Respondents will remit \$37,730.00 in restitution for the benefit of the Maryland consumers listed in "Exhibit A" attached to the Summary Order to be held in escrow in the attorney-client account at The Ingram Firm, LLC. Payment will be made in two installment payments, with the first payment of \$18,865.00 due within one hundred and eighty (180) days after execution and delivery of this Agreement and with the final payment of \$18,865.00 due within three hundred and sixty (360) days from the date of execution and delivery of this Agreement. Respondents' legal counsel, Damani K. Ingram,

Esquire, will provide to the Deputy Commissioner confirmation of receipt of payment within ten (10) days after each payment is due under this Agreement. The Deputy Commissioner will inform Respondents' legal counsel, Damani K. Ingram, Esquire, of which consumers are to receive restitution, with such payment made by check, made payable to the Maryland consumer(s) at their last known address, or such updated address as can be identified through customary address verification means. If a Maryland consumer fails to cash a check, Respondents agree that those funds will be transferred to the custody of the State Comptroller as "abandoned property" pursuant to Annotated Code of Maryland, Commercial Law Article, Title 17, and shall be administered for the benefit of the Maryland consumer(s) accordingly, however, each check will either be negotiated by the respective Maryland consumer or transferred to the State Comptroller as "abandoned property" within one (1) year and three (3) month from the date of execution of this Agreement;

b. Respondents agree to fully cooperate with the Commissioner and/or the Deputy Commissioner in any other related investigation involving business entities or individuals not a party to this Agreement, including providing testimony at any administrative or other legal proceeding that may arise;

c. Immediately upon execution and delivery of this Agreement, Respondent Supreme Consulting agrees to voluntarily surrender its Credit Services Business License (License No.: 28-31); and

d. Respondents will cease providing any and all residential loan modification services and foreclose consulting services and will remain in full compliance with the MCSBA, with FI, Title 11, Subtitles 2 and 3, and PHIFA. Further, Respondents will not enter into any new agreements to provide loan modification services to Maryland consumers.

6. Respondents acknowledge that any and all restitution that is provided for under this Agreement is non-dischargeable under the United State Bankruptcy Code, with specific reference to, but without limitation to, 11 U.S.C. 523(a)(7).

7. Respondents acknowledge that they have voluntarily entered into this Agreement with full knowledge of their right to a hearing, arising from any charges brought by the Deputy Commissioner based on the alleged violations, pursuant to MCSBA, and FI, Title 11, Subtitles 2 and 3, and the Maryland Administrative Procedures Act (Md. Code Ann., State Gov't. § 10-201 *et seq.*), and that Respondents hereby waive their right to a hearing. Respondents further acknowledge that they have had an opportunity to consult with independent legal counsel in connection with the waiver of rights and with the negotiation and execution of this Agreement, and that Respondents have either consulted with independent legal counsel or have knowingly and voluntarily elected not to consult with counsel.

8. Respondents represent that they are currently in compliance with all applicable statutes, regulations, and others laws governing Maryland mortgage lending, brokering, origination, modification, and mitigation, as well as laws governing foreclosure

consulting, and that Respondents will continue to act in compliance at all future times.

9. The Parties hereto agree that this Agreement shall be binding and enforceable in court by the Commissioner, the Deputy Commissioner, and by Respondents, shall be admissible in court, and shall be binding upon and inure to any of Respondents' present and future owners, members, officers, employees, successors, and assigns.

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

a. To the Deputy Commissioner:

Deputy Commissioner of Financial Regulation
500 North Calvert Street, Suite 402
Baltimore, Maryland 21202-3651
ATTN: Mark Kaufman, Deputy Commissioner

With copy to:

Jedd R. Bellman
Assistant Attorney General
500 North Calvert Street, Suite 406
Baltimore, Maryland 21202-3651

b. To Respondents:

Damani K. Ingram
The Ingram Firm, LLC
5457 Twin Knolls Road, Suite 303
Columbia, Maryland 21045

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

ORDERED that Respondents shall adhere to all terms of this Settlement Agreement and Consent Order; and it is

ORDERED that Respondents shall operate their business activities in full compliance with all statutes, regulations, and other laws governing mortgage lending, brokering, origination, modification, mitigation, and foreclosure consulting in the State of Maryland, and shall continue to act in full compliance at all future times; and it is further

ORDERED that, in the event Respondents, or any of the owners, principles, directors, officers, managers, members, employees, or agents of the Respondents, violate any provision of this Settlement Agreement and Consent Order, or otherwise engage in the activities which formed the basis for the allegations set forth above, the Commissioner or Deputy Commissioner may, at the Commissioner or Deputy Commissioner's discretion, take any enforcement actions available under FI § 2-115(b) and RP § 7-319.1, and under CL §§ 14-1902, 14-1907, 14-1911(f), and 14-1912, as well as take any other enforcement actions as permitted by, and in accordance with, applicable State law; and that such enforcement actions could include an order to cease and desist, civil money penalties of up to \$1,000 for each violation and up to \$5,000 for each subsequent violation, an order to provide restitution of money or property to any aggrieved persons, an action for relief in Maryland Circuit Court, and/or referral for possible criminal prosecution; and it is further

ORDERED that Respondent Supreme Consulting's Maryland Credit Services Business License (License No.: 28-31) is **SURRENDERED** effective immediately; and it is further

ORDERED that this matter shall be resolved in accordance with the terms of this Settlement Agreement and Consent Order and 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, by the authority delegated to the Deputy Commissioner under FI § 2-103, and, although the Respondents do not admit to the alleged violations set forth above, nevertheless, the Commissioner may consider this Settlement Agreement and Consent Order and the facts set forth herein in connection with, and in deciding, any action or proceeding before the Commissioner; and that this Settlement Agreement and Consent Order may, if relevant, be admitted into evidence in any matter before the Commissioner.

It is so **ORDERED**.

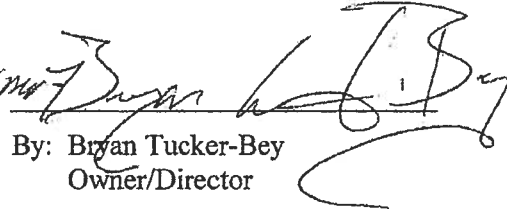
IN WITNESS WHEREOF, this Settlement Agreement and Consent Order is executed on the day and year first above written.

**MARYLAND COMMISSIONER
OF FINANCIAL REGULATION**

SUPREME CONSULTING LLC

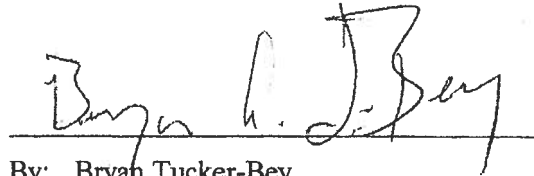


By: Anne Balcer Norton
Deputy Commissioner



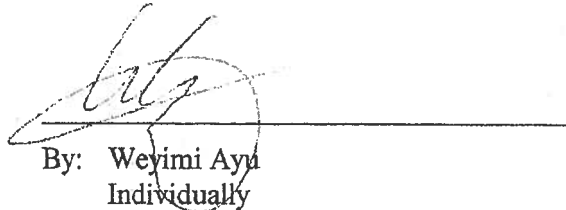
By: Bryan Tucker-Bey
Owner/Director

BRYAN TUCKER-BEY



By: Bryan Tucker-Bey
Individually

WEYIMI AYU



By: Weyimi Ayu
Individually