

Index: OFR 2014 360 SF

STATE OF FLORIDA
OFFICE OF FINANCIAL REGULATION

IN RE:

Nationwide Commercial Relief, Inc., and Mitchell
Stecker, Personally,

Respondents.

Administrative Proceeding
Number: 55966



FINAL ORDER

This cause came on for consideration and final agency action. Upon review of the record, including the Settlement Stipulation, and being otherwise fully advised of the premises, the Commissioner hereby finds:

1. The Commission has jurisdiction over the subject matter of this case and the parties hereto.
2. The entry of this Final Order and compliance herewith by Nationwide Commercial Relief, Inc., and Mitchell Stecker, Personally, shall conclude the above-referenced administrative proceeding.

IT IS THEREFORE ORDERED:

- A. The Settlement Stipulation (Exhibit A), is hereby approved and incorporated by reference as if fully stated herein.

B. The Eight Thousand Dollar (\$8,000) payment already remitted to the Office satisfies Respondents' requirement under the Settlement Stipulation to pay an administrative fine in that amount.

DONE AND ORDERED this 12th day of December, 2014, in Tallahassee, Leon County, Florida.


DREW J. BREAKSPEAR, Commissioner
Office of Financial Regulation

NOTICE OF RIGHTS

A PARTY WHO IS ADVERSELY AFFECTED BY THIS FINAL ORDER IS ENTITLED TO JUDICIAL REVIEW PURSUANT TO SECTION 120.68, FLORIDA STATUTES. REVIEW PROCEEDINGS ARE GOVERNED BY THE FLORIDA RULES OF APPELLATE PROCEDURE. SUCH PROCEEDINGS ARE COMMENCED BY FILING THE ORIGINAL NOTICE OF APPEAL WITH THE AGENCY CLERK FOR THE OFFICE OF FINANCIAL REGULATION AS FOLLOWS:

By Mail or Facsimile

OR

By Hand Delivery

Agency Clerk
Office of Financial Regulation
P.O. Box 8050
Tallahassee, Florida 32314-8050
Phone: (850) 410-9889
Fax: (850) 410-9663

Agency Clerk
Office of Financial Regulation
General Counsel's Office
The Fletcher Building, Suite 118
101 East Gaines Street
Tallahassee, Florida 32399-0379
Phone: (850) 410-9889

A COPY OF THE NOTICE OF APPEAL, ACCOMPANIED BY THE FILING FEES AS REQUIRED BY LAW, MUST ALSO BE FILED WITH THE DISTRICT COURT OF APPEAL, FIRST DISTRICT, 2000 DRAYTON DRIVE, TALLAHASSEE, FLORIDA 32399-0950, OR WITH THE DISTRICT COURT OF APPEAL IN THE APPELLATE DISTRICT WHERE THE PARTY RESIDES. **THE NOTICE OF APPEAL MUST BE FILED WITH BOTH THE AGENCY CLERK FOR THE OFFICE OF FINANCIAL REGULATION AND THE DISTRICT COURT OF APPEAL WITHIN 30 DAYS OF THE RENDITION OF THE ORDER TO BE REVIEWED.**

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Final Order has been furnished by U.S. mail to Mitchell Stecker at 1204 12th Ln., Palm Beach Gardens, Florida 33418, this 12th day of December, 2014.



GIGI GUTHRIE
Agency Clerk
Florida Office of Financial Regulation
Tallahassee, FL 32314-8050
Post Office Box 8050
Email: Agency.Clerk@flofr.com
Tel: (850) 410-9889
Fax: (850) 410-9663

STATE OF FLORIDA
OFFICE OF FINANCIAL REGULATION

Received On:

DEC 08 2014

Consumer Finance
Legal

IN RE:

Nationwide Commercial Relief, Inc., and Mitchell
Stecker, Personally,

Respondents.

Administrative Proceeding
Number: 55966

SETTLEMENT STIPULATION

The State of Florida, Office of Financial Regulation (“Office”) and Nationwide Commercial Relief, Inc., and Mitchell Stecker, Personally (“Respondents”), in consideration of the mutual promises herein, recite, stipulate, and agree as follows:

1. **Background.** Nationwide Commercial Relief, Inc.’s address of record with the Office is 1204 12th Ln., Palm Beach Gardens, Florida 33418 and Mitchell Stecker is and has been its President.

2. On October 2, 2014, the Office issued an Administrative Complaint (including a Notice of Rights) against Respondents alleging that in two instances, Respondents engaged in assessing an advanced fee as defined in section 687.14(1), Florida Statutes, and prohibited in section 687.141(1), Florida Statutes.

3. In response, the Office timely received Respondents’ petition for a section 120.57(2), Florida Statutes, proceeding, disputing the Office’s application of the law but not disputing the factual allegations.

4. **Jurisdiction.** Pursuant to section 687.148(1), Florida Statutes, the Office is charged with the responsibility of administering and enforcing the provisions of Chapter 687, Florida Statutes.

The Office has jurisdiction to bring this administrative action against Respondent pursuant to Chapter 687, Florida Statutes.

5. For purposes of this Stipulation, Respondents consent to the Office's findings that they violated section 687.141(1), Florida Statutes. Pursuant to section 687.143(3), Florida Statutes failure to comply with any provision of Chapter 687, Florida Statutes, constitutes grounds for disciplinary action.

6. **Terms and Conditions.** Respondent and the Office agree that the issues raised can be expeditiously resolved without a hearing and that further litigation can be avoided by the execution of this Settlement Stipulation. The parties acknowledge they have read this Settlement Stipulation and fully understand the rights, obligations, terms, duties and responsibilities with respect to its contents. Therefore, in compromise and settlement of the foregoing findings and in consideration of the Office's forbearance from further litigation, Respondents agree to the following terms and conditions:

a) **FUTURE COMPLIANCE.** Respondents shall cease and desist from all future violations of Chapter 687, Florida Statutes.

b) **ADMINISTRATIVE FINE.** Respondents agree to pay the Office, at the time of execution and delivery of this Settlement Stipulation, a combined total administrative fine in the amount of Eight Thousand Dollars (\$8,000). This administrative fine shall be submitted in the form of a money order or cashier's check made payable to: **Department of Financial Services** and shall be sent to the attention of **Agency Clerk – c/o Melinda H. Butler, Esq., Post Office Box 8050, Tallahassee, Florida 32314-8050.** Respondents acknowledge and agree that (i) in accordance with section 215.31, Florida Statutes, regarding the deposit of monies, the tendered fine or settlement check proceeds including amounts toward expenses of examination may be

deposited in advance of full execution or acceptance of the proposed Settlement Stipulation; and (ii) such deposit shall not be construed as a final acceptance of the Settlement Stipulation absent full execution thereof and entry of a Final Order adopting same.

7. **Final Order.** Respondents consent to the issuance of a Final Order, which incorporates the terms of this Settlement Stipulation. Respondents understand and agree that this Settlement Stipulation is subject to the final approval of the Commissioner of the Office of Financial Regulation and the entry of the Final Order adopting such Stipulation. In the event that the Final Order is not entered, this Settlement Stipulation shall be null and void. The Final Order incorporating this Settlement Stipulation constitutes final agency action by the Office for which the Office may seek enforcement pursuant to the provisions of Chapters 687 and 120, Florida Statutes.

8. **Waiver.** By Respondents' consent to the entry of a Final Order with respect to this proceeding, Respondents waive:

- a) Any right to separately stated Findings of Fact and Conclusions of Law;
- b) Any right to receipt of a Notice of Rights pursuant to Chapter 120, Florida Statutes;
- c) Any right to an administrative hearing or issuance of a Recommended Order pursuant to Chapter 120, Florida Statutes;
- d) Any right to contest in any administrative forum or judicial proceeding (including, but not limited to, an appeal pursuant to section 120.68, Florida Statutes) the validity of any term, condition, obligation, or duty expressly created in this Stipulation and the Final Order.

9. **Releases.** Upon full execution of this Settlement Stipulation, Respondents waive, release and forever discharge the Office and its agents, representatives and employees from any and all

causes of action, in law or in equity, which Respondents may have arising out of this matter. The Office accepts this release and waiver by Respondents on behalf of themselves, their agents, representatives, and employees without acknowledging, and expressly denying, that any such right or cause of action may exist.

10. **Failure to Comply.** Respondents acknowledge, concur and stipulate that Respondents' failure to comply with any of the terms, obligations and conditions of this Settlement Stipulation, and the Final Order adopting it, is a violation of the Settlement Stipulation and the Final Order entered pursuant to Chapters 120 and 687, Florida Statutes. Such non-compliance may result in the issuance of an emergency cease and desist order, or any other appropriate legal action. However, nothing herein shall be construed to limit Respondents' rights to contest any finding or determination of non-compliance.

11. **Attorney's Fees.** Each party herein shall be solely responsible for its separate costs and attorneys' fees incurred in the prosecution, defense, or negotiations in this matter up to and including entry of the Final Order adopting this Settlement Stipulation.

12. **Severability.** The parties agree that if any provision of this Settlement Stipulation or the application thereof to any person or circumstance is held invalid, the Settlement Stipulation will be given effect without the invalid provision, and to this end, the provisions of this Settlement Stipulation are declared severable.

13. **Counterparts.** This Settlement Stipulation may be executed in any number of counterparts, and by the parties in separate counterparts, each of which will be deemed to be an original but all of which together will constitute but one Settlement Stipulation. Copies of this Settlement Stipulation transmitted by facsimile or electronic mail shall have the same validity as if bearing an original signature.

WHEREFORE, in consideration of the foregoing, the Office and Respondents execute this Settlement Stipulation for issuance of a Final Order, as attached hereto, on the last date executed below.

BY RESPONDENTS: Nationwide Commercial Relief, Inc., and Mitchell Stecker, Personally:

Mitchell Stecker, Pres

On behalf of
Nationwide Commercial Relief, Inc. and
Himself

Mitchell Stecker

Mitchell Stecker

State of Florida
County of Palm Beach

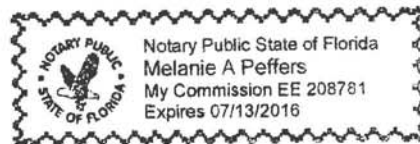
BEFORE ME the undersigned authority, personally appeared _____
Mitchell Stecker as President of Nationwide Commercial Relief, Inc., who, upon being duly
sworn, states that he has read and understands the foregoing agreement and voluntarily signed the
same.

SWORN TO AND SUBSCRSIBED before me this 4 day of December, 2014.

Melanie A. Peffers

Notary Public

Personally known
OR produced identification
Type of identification produced:



* * * * *

BY OFFICE OF FINANCIAL REGUALATION:

DATED and SIGNED this 11th day of December, 2014,

Gregory C. Oaks

GREGORY C. OAKS, Director
Division of Consumer Finance

**STATE OF FLORIDA
OFFICE OF FINANCIAL REGULATION**

**IN RE:
Nationwide Commercial Relief, Inc., and Mitchell
Stecker, Personally,

Respondents.**

**Administrative Proceeding Docket
Number: 55966**

**ADMINISTRATIVE COMPLAINT AND
NOTICE OF INTENT TO ISSUES A CEASE AND DESIST FINAL ORDER**

Comes now, the State of Florida, Office of Financial Regulation (“Office”), by and through the undersigned counsel, files this Administrative Complaint and Notice of Intent to Issue Cease & Desist Final Order against Nationwide Commercial Relief, Inc. and Mitchell Stecker, personally (collectively “NCR”) (taken together as “Respondents”) alleging:

1. At all times material, Nationwide Commercial Relief, Inc. has been and is currently located at 1204 12th Ln. Palm Beach Gardens, Florida 33418 and Mitchell Stecker (“Stecker”) has been its President.
2. At all times material, Nationwide Commercial Relief, Inc. has been and is a Florida corporation that claims to provide financial assistance to clients.
3. From August 2013 through August 2014, the Office conducted an investigation of NCR.
4. Pursuant to section 687.148(1), Florida Statutes, the Office is responsible for the administration and enforcement of Chapter 687, Florida Statutes.
5. Pursuant to section 687.143(1), Florida Statutes, the Office may investigate the actions of any person for compliance with Chapter 687, Florida Statutes.
6. Pursuant to section 1.01(3), Florida Statutes, the word “person,” among other

things, includes individuals and corporations.

7. Pursuant to sections 687.14(4)(a)&(b), Florida Statutes, a “loan broker” is any person (with certain exceptions) who, for or in expectation of consideration: 1) arranges, attempts to arrange, or offers to fund a loan of money or line of credit; or 2) assists or advises a borrower in obtaining or attempting to obtain a loan of money, a line of credit, or related guarantee, enhancement, or collateral of any kind or nature.

8. Pursuant to section 687.14(1), Florida Statutes, an “advance fee” is any consideration which is assessed or collected, prior to the closing of a loan, by a loan broker.

9. Pursuant to section 687.141(1), Florida Statutes, no loan broker shall assess or collect an advance fee from a borrower to provide services as a loan broker.

10. Pursuant to section 687.143(3), Florida Statutes, the Office may impose and collect an administrative fine of up to \$5,000 per violation against any person found to have violated any provision of Chapter 687, Florida Statutes.

11. Pursuant to section 687.143(2), Florida Statutes, the Office may order a loan broker to cease and desist when the Office determines that a loan broker has violated, or is violating, or will violate any provisions of Chapter 687, Florida Statutes.

COUNT I

12. The above general allegations are hereby re-alleged and incorporated by reference as if fully stated herein.

13. Prior to October of 2012, Keith Fear (“Fear”), owner of Balloons Over the Rainbow, Inc., was seeking to secure financing for capital equipment to expand his business.

14. In October of 2012, Fear was introduced to Stecker for the purpose of assisting or obtaining the loan money.

15. On or about October 15, 2012, Stecker provided Fear multiple documents including a "Letter of Interest" (from Nationwide Commercial Relief, Inc.) in which the estimated loan amount would be for \$1,500,000, for a term of 24 to 36 months.

16. Included in the letter was reference to a required "pre-closing Consulting Compensation" of \$10,000 and another document contained the wire transfer instructions.

17. NCR conducted itself as a loan broker pursuant to sections 687.14(4)(a)(b), Florida Statutes, by expecting or receiving consideration, for arranging or attempting to arrange or offering to fund, a loan of money or a line of credit; or by expecting or receiving consideration, for assisting or advising a borrower in obtaining or attempting to obtain a loan of money, a line of credit, or related guarantee, enhancement, or collateral of any kind or nature.

18. By requiring the \$10,000 for "pre-closing Consulting Compensation," NCR, the loan broker, assessed an advanced fee as defined in section 687.14(1), Florida Statutes, and prohibited in section 687.141(1), Florida Statutes.

19. Therefore, pursuant to sections 687.143(3), Florida Statutes, the Office is seeking an administrative fine of \$5,000.

COUNT II

20. The above general allegations are hereby re-alleged and incorporated by reference as if fully stated herein.

21. Prior to December of 2012, Aron Mezo ("Mezo"), the sole member (at the time) of GSC Holdings LLC, of Scottsdale, Arizona, was seeking a business mortgage loan.

22. In December of 2012, Stecker was introduced to Mezo for the purpose of obtaining money.

23. On or about December 22, 2012, Stecker provided Mezo with multiple documents

including a “Letter of Interest” (from Nationwide Commercial Relief, Inc.) in which the estimated loan amount would be for \$1,800,000, for a term of 24 months.

24. Included in the letter was reference to a required “Initial Consulting Compensation” with a balance of \$8,000.

25. NCR conducted itself as a loan broker pursuant to sections 687.14(4)(a)(b), Florida Statutes, by expecting or receiving consideration, for arranging or attempting to arrange or offering to fund, a loan of money or a line of credit; or by expecting or receiving consideration, for assisting or advising a borrower in obtaining or attempting to obtain a loan of money, a line of credit, or related guarantee, enhancement, or collateral of any kind or nature.

26. By requiring the \$8,000 for “Initial Consulting Compensation,” NCR, the loan broker, assessed an advanced fee as defined in section 687.14(1), Florida Statutes, and prohibited in section 687.141(1), Florida Statutes.

27. Therefore, pursuant to sections 687.143(3), Florida Statutes, the Office is seeking an administrative fine of \$5,000.

Wherefore, Respondents are hereby notified that the Office intends to issue an Order to cease and desist for violations of Chapter 687, Florida Statutes, and impose a total fine of \$10,000.

NOTICE OF RIGHTS

The licensee is entitled to be represented by counsel or other qualified representative.

The licensee also has the right to request a hearing pursuant to sections 120.569 and 120.57, Florida Statutes. Such request must comply with Rules 28-106.2015 and 28-106.104, Florida Administrative Code. An Election of Proceeding form is attached for your convenience.

Any such request must be filed as follows:

By Mail or Fax

OR

By Hand Delivery

Office of Financial Regulation
P.O. Box 8050
Tallahassee, FL 32314-8050
Phone: (850) 410-9987
Fax: (850) 410-9914

Office of Financial Regulation
General Counsel's Office
The Fletcher Building, Suite 118
101 East Gaines Street
Tallahassee, FL 32399-0379
Phone: (850) 410-9987

TO PRESERVE THE RIGHT TO A HEARING, A WRITTEN RESPONSE MUST BE FILED WITH THE OFFICE OF FINANCIAL REGULATION WITHIN TWENTY-ONE (21) DAYS AFTER THE RECEIPT OF THE ADMINISTRATIVE COMPLAINT. SAID RESPONSE MUST BE RECEIVED BY THE OFFICE NO LATER THAN 5:00 P.M. ON THE TWENTY-FIRST DAY AFTER THE RECEIPT OF THE ADMINISTRATIVE COMPLAINT. A FAILURE TO TIMELY RESPOND IN WRITING WILL CONSTITUTE A WAIVER OF THE LICENSEE'S RIGHT TO REQUEST A HEARING AND A FINAL ORDER MAY BE ENTERED WITHOUT FURTHER NOTICE.

You may not make an oral request for an administrative hearing. With regard to a written request, if you fail to follow the outlined procedure, your request may be dismissed. Any request for an administrative proceeding received prior to the date of this notice is deemed abandoned, and to be considered must be timely renewed in compliance with the procedure set forth above.

Mediation of this matter pursuant to section 120.573, Florida Statutes, is not available.

DATED and SIGNED this 2nd day of October, 2014.

DREW J. BREAKSPEAR
Commissioner

By: Melinda H. Butler
Melinda H. Butler
Assistant General Counsel
Office of Financial Regulation
Division of Consumer Finance
Tallahassee, FL 32314-3076
melinda.butler@flofr.com
Fla. Bar No. 64226
Phone: 850-410-9839
Fax: 850-410-9914

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Administrative Complaint has been furnished by certified U.S. mail, Return Receipt Requested to Mitchell Stecker at 1204 12th Ln. Palm Beach Gardens, Florida 33418, Florida, this 2nd day of October, 2014.

Melinda H. Butler
Melinda H. Butler

91 7199 9991 7031 3029 6489