

CONSUMER PROTECTION DIVISION,
OFFICE OF THE ATTORNEY GENERAL,

Proponent,

v.

PROBATE ADVANCE, LLC,

Respondent.

* IN THE CONSUMER
* PROTECTION DIVISION,
* OFFICE OF
* THE ATTORNEY GENERAL
* OF MARYLAND

*

* * * * *

ASSURANCE OF DISCONTINUANCE

This Assurance of Discontinuance (“Assurance”) is made and entered into by the Office of the Attorney General, Consumer Protection Division (the “Division”)¹ and Probate Advance, LLC (“Probate Advance”). The Division and Probate Advance agree as follows:

I. THE PARTIES

1. The Division is responsible for enforcement of Maryland consumer protection laws, including the Maryland Consumer Protection Act (“CPA”), Md. Code Ann., Com. Law §§ 13-101 through 13-501 (2013 Repl. Vol. and 2021 Supp.).

2. Probate Advance is a Delaware corporation located at 800 Westchester Ave N-403, Rye Brook, NY 10573. Probate Advance is a company that advances money to consumers who are putative heirs to an estate in exchange for the assignment of all or a portion of the heir’s beneficial interest in the estate when the proceeds of the estate are distributed.

II. DEFINITIONS

¹ The Consumer Protection Division acting in its capacity as a quasi-judicial agency is referred to herein as the “Agency” while the Consumer Protection Division acting in its capacity as an enforcement agency is referred to herein as the “Division.”

3. The “Effective Date” is the date that both parties have executed this Assurance.

4. The “Investigation Period” is defined as November 2, 2018, through the Effective Date.

5. “Net Revenue” is the total amount Probate Advance received through an assignment by a consumer of their interest in an estate, less the amount paid to the consumer for the assignment of their interest in the estate.

6. The “Purchase Price” is the money paid to the consumer by Probate Advance in connection with the assignment of the consumer’s interest in an estate.

III. THE DIVISION’S ALLEGATIONS

7. The CPA makes it an unfair, abusive and deceptive trade practice to make statements that are capable of misleading consumers or to fail to disclose material facts, the omission of which deceives or tends to deceive consumers.

8. The Division alleges that the payment of money by Probate Advance to consumers in exchange for the assignment of all or part of a consumer’s interest in an estate are loans subject to the credit regulations and lending laws set forth in Md. Code Ann., Com. Law, Title 12, Subtitles 1 and 3 (the “Maryland Lending Laws”).

9. The Division alleges that, from November 2, 2018, through the Effective Date, Probate Advance engaged in unfair, deceptive and abusive practices that violate the CPA by misleading consumers and by making loans in violation of Maryland Lending Laws.

IV. PROBATE ADVANCE’S DENIALS

10. Probate Advance asserts that, at all times relevant to the Division’s inquiry, Probate Advance’s business practices complied with all applicable laws in Maryland, including the

Maryland Lending Laws. Probate Advance denies that it was making loans covered under Maryland Lending Laws and Probate Advance denies that it violated any provision of the CPA.

11. Probate Advance agrees to the terms of this Assurance, without trial of any issue of fact or law, for the purpose of resolving its dispute with the Division regarding the above allegations.

V. NON-ADMISSION

12. Pursuant to Title 13, Section 13-402 of the Commercial Law Article, this Assurance is for settlement purposes and does not constitute an admission by Probate Advance that any law has been violated.

VI. CEASE AND DESIST PROVISIONS

13. The provisions of this Assurance shall apply to Probate Advance and its officers, employees, agents, assignees, affiliates, merged or acquired entities, parent or controlling entities, and subsidiaries.

14. Probate Advance shall cease offering or providing payment of money to Maryland residents.

15. Probate Advance shall cease offering or providing payment of money to consumers who are heirs to an estate probated in Maryland.

16. Probate Advance shall cease advertising payment of money to Maryland residents and to consumers who are heirs to an estate probated in Maryland. Probate Advance may satisfy the requirements of this paragraph by informing consumers in its advertising that Probate Advance does not provide the payment of money to Maryland residents and to consumers who are heirs to an estate probated in Maryland.

17. Within thirty (30) days of the Effective Date, Probate Advance shall notify all vendors or third-party marketers to which it has submitted any advertisement or marketing materials for broadcast, publication or use prior to the Effective Date, of the requirements of this Assurance. If any advertising or marketing materials provided prior to the Effective Date is broadcast, published or used by any vendors or third-party marketers, but Probate Advance (a) has complied with the terms of this paragraph and (b) does not accept any payment of money from consumers who respond to such advertising or marketing materials that would violate the cease and desist provision of this Assurance, the broadcasting or publication of those materials shall not constitute a violation of this Assurance.

VII. RESTITUTION

18. Probate Advance shall pay the Division restitution equal to the amount of Net Revenue, including both Net Revenue received prior to the Effective Date and Net Revenue received after the Effective Date, from each transaction with a Maryland resident during the Investigation Period (the “Restitution Amount”). As used in paragraphs 18 through 31, a “Maryland resident” is a consumer who listed a Maryland address as their home address at the time they executed an assignment agreement with Probate Advance.

19. Within sixty (60) days from the Effective Date of this Assurance, Probate Advance shall deposit the Restitution Amount owed to the Division for consumer restitution related to estates that have distributed funds to Probate Advance prior to the Effective Date into a bank account that shall be used exclusively to make payments to consumers (the “Restitution Account”). For pending distributions (*i.e.*, where Probate Advance has not yet received the assigned interest from an estate prior to the Effective Date) Probate Advance shall deposit into the Restitution

Account the Restitution Amount owed to the Division for consumer restitution within sixty (60) days of the Effective Date or within ninety (90) days of receiving a distribution from the estate, whichever is later. The Restitution Account shall be an escrow bank account established exclusively for the purpose of distributing restitution pursuant to the claims procedure outlined below. The financial institution in which the Restitution Account is established shall be a Maryland-chartered or nationally-chartered bank located in Maryland.

20. The Division shall use the funds deposited in the Restitution Account to pay restitution to consumers through the claims procedure herein.

21. Within sixty (60) days of the Effective Date of this Assurance, Probate Advance shall provide the Division with a complete list of all consumers entitled to restitution (the "Consumer List"). For each transaction for each consumer on the Consumer List, Probate Advance shall provide the following information, to the extent known at the time, in the form of a spreadsheet, with each item in a separate field:

- a. the consumer's first name;
- b. the consumer's last name;
- c. the consumer's last known street address;
- d. the consumer's last known city, state, and postal code;
- e. the consumer's street address at the time they executed an assignment agreement with Probate Advance;
- f. the consumer's city, state, and postal code at the time they executed an assignment agreement with Probate Advance;
- g. the consumer's last known home telephone number and cellphone number;
- h. the consumer's last known email address;
- i. the Purchase Price paid to the consumer;
- j. the Amount of the consumer's interest in the estate assigned to Probate Advance;
- k. the date the Purchase Price was paid to the consumer;
- l. the distribution amount paid from the estate to Probate Advance;
- m. the date on which Probate Advance received the distribution from the estate; and,
- n. the Net Revenue from the transaction.

Probate Advance shall provide the Consumer List required under this paragraph in both electronic and paper formats. Until there are no more pending distributions, every six months after the Effective Date, Probate Advance shall update the Customer List to show distributions made by estates to Probate Advance during the last six-month period.

22. Within sixty (60) days from the Effective Date of this Assurance, Probate Advance shall hire a claims processor acceptable to the Division to administer the claims procedure set forth herein (the “Claims Administrator” or “Designee”).

23. The Claims Administrator must maintain a toll-free phone line staffed by a customer service team who has been trained in responding to consumer inquiries. The Claims Administrator shall also take the steps outlined herein to attempt to locate consumers whose claims notices or claims payments are returned as undeliverable.

24. At the conclusion of the restitution program, Probate Advance shall provide a final accounting to the Division.

25. Probate Advance shall be responsible for all costs of the claims procedure, including the costs of the Claims Administrator.

26. Within one hundred and twenty (120) days from the Effective Date, Probate Advance (or its Designee) shall mail each consumer who is entitled to restitution at that time a restitution check in the required restitution amount as well as the Claims Letter attached hereto as Exhibit A. These materials shall be sent to the consumer’s last known address. For those consumers who are entitled to receive restitution under this Assurance and their transaction with Probate Advance is still pending (*i.e.*, Probate Advance has not yet received payment from the estate from which the consumer has assigned their interest), Probate Advance (or its Designee)

shall send such consumers their restitution payment pursuant to this paragraph within one hundred and twenty (120) days of the Effective Date or at the next Quarterly Period Date following ninety (90) days from the date Probate Advance receives payment of the assigned interest from the estate, whichever occurs later. Consumers shall have one hundred and eighty (180) days from the date of issuance of any checks issued pursuant to this paragraph to present such checks for payment. As used herein, the Quarterly Period Dates are as follows: September 15, 2025; January 15, 2026; April 15, 2026; July 15, 2026; and continuing every three (3) months until all restitution is paid.

27. If a restitution check and Claims Letter mailed to a consumer are returned as undeliverable, Probate Advance (or its Designee) shall, at the next Quarterly Remail Date following fifteen (15) days of receiving the mailing marked as undeliverable, resend the Claims Letter and restitution check to the consumer by using (a) a current address for the consumer obtained through a Global Address Verification service (such as the United States Postal Service National Change of Address Database or Melissa, Inc.) agreed to by the Division, or (b) an address that is provided by the Division at any time during the claims procedure. As used herein, the Quarterly Remail Dates are as follows: November 15, 2025; March 15, 2026; June 15, 2026; September 15, 2026; and continuing every three (3) months until all restitution is paid.

28. Probate Advance shall cooperate with the Division and the Claims Administrator throughout the claims procedure, including providing the Claims Administrator access to all data and information that the Claims Administrator reasonably requests in order to conduct the claims procedure, including the data contained in the Consumer List required under paragraph 21.

29. The Division shall have the right to request Probate Advance to provide information regarding the conduct of the claims procedure, to provide the Claims Administrator with any

information and data it possesses that may assist the Claims Administrator, and to provide direction to Probate Advance to ensure restitution is paid to consumers consistent with this Assurance.

30. Neither Probate Advance nor its Designee shall issue a Form 1099-MISC tax report to any consumers who receive a payment pursuant to this Assurance.

31. The claims procedure shall be completed no later than one (1) year from the Effective Date, at which time Probate Advance shall submit a compliance certificate, sworn under the penalty of perjury, on the last day of the claims procedure to report on the status of restitution of each payment made to a consumer. The certificate required under this paragraph shall include the Consumer List required under paragraph 21 along with the following additional fields:

- o. the date of each consumer payment; and,
- p. whether the check (i) was cashed, (ii) was returned, or (iii) otherwise did not clear the Restitution Account.

32. On the same date that Probate Advance provides the Division with its compliance certificate, Probate Advance shall pay to the Division any part of the Restitution Amount to be paid by Probate Advance under this Assurance that has not been distributed to consumers, which may, at the discretion of the Attorney General, be (a) held in trust for consumers by the State or (b) used, at the sole discretion of the Attorney General, for consumer protection purposes, including consumer protection enforcement or consumer education, to defray the costs of the inquiry leading hereto, monitoring, and potential enforcement of this Assurance, or for any other public purpose permitted by state law.

33. The Division and Probate Advance may agree to extend or revise any deadline contained herein when circumstances warrant such a revision.

VIII. PAYMENT TO THE DIVISION

34. Within thirty (30) days from the date of this Assurance, Probate Advance shall make a payment to the Division in the amount of Two Hundred and Seventy-Five Thousand Dollars (\$275,000) for future consumer protection enforcement or consumer education, or any other lawful public purpose designated by the Attorney General. The Division agrees not to characterize such payment as a fine, civil penalty or forfeiture by Probate Advance to the Division.

IX. MODIFICATION OF AGREEMENT

35. Probate Advance may seek the modification of the prohibition on its ability to advertise, market, offer, or provide the payment of money to Maryland residents or residents of other states who have an interest in estates probated in Maryland by submitting a request to modify this Assurance, in writing, to the Agency setting forth its basis for seeking the modification of this Assurance. Probate Advance shall include in its request for modification an explanation as to how it proposes to operate in Maryland and comply with the CPA and Title 12 of the Commercial Law Article. Probate Advance will cooperate with any requests from the Division for documents and information in connection with the request to modify this Assurance.

36. If Maryland Lending Laws or other applicable Maryland statutes are amended to render exempt from Maryland Lending Laws the purchase of assignments of an heir's beneficial interest in an estate, Probate Advance may petition the Division for modification of the terms of this Assurance. In considering whether to grant such a modification request, the Chief of the Agency or his designee shall consider the statutory change, regulatory change, or change in controlling case law and whether modification is appropriate.

X. RESOLUTION OF DISPUTES

37. The Chief of the Agency or his designee shall resolve any disputes regarding this Assurance and enter any supplemental orders needed to effectuate its purpose, including responding to any request for modification pursuant to paragraphs 35 and 36.

XI. RELEASE

38. In consideration of Probate Advance's commitment as set forth in this Assurance, the Division releases and discharges Probate Advance, and its officers, employees, agents, assignees, affiliates, merged or acquired entities, parent or controlling entities, and subsidiaries, from all civil claims that the Division could have brought under the CPA based on the allegations set forth in paragraphs 7, 8, and 9 of this Assurance that occurred prior to the Effective Date of this Assurance.

XII. NOTICES

39. Pursuant to Md. Code Ann., Com. Law § 13-403(d), Probate Advance is hereby notified that if the Agency determines that Probate Advance has failed to comply with this Assurance, the Division may proceed with enforcement of the Assurance pursuant to Title 13 of the Commercial Law Article.

40. Unless another person is designated by either party, any notices or documents required to be sent to the Parties pursuant to this Assurance shall be sent to the following addresses:

a. For the Consumer Protection Division:

Nora A. Nichols
Assistant Attorney General
Consumer Protection Division
200 St. Paul Place, 16th Floor
Baltimore, MD 21202
nnichols@oag.state.md.us
(410) 576-6957

and

Chief, Consumer Protection Division
200 St. Paul Place, 16th Floor
Baltimore, MD 21202
consumer@oag.state.md.us

b. For Probate Advance:

Ashley L. Taylor, Jr.
Stephen C. Piepgrass
Troutman Pepper Locke LLP
1001 Haxall Point, 15th Floor
Richmond, Virginia 23219
ashley.taylor@troutman.com
stephen.piepgrass@troutman.com

Clayton S. Friedman
Troutman Pepper Locke LLP
100 Spectrum Center Drive, Suite 1500
Irvine, California 92618
clayton.friedman@troutman.com

XIII. ENFORCEMENT

41. This Assurance is enforceable by the Consumer Protection Division pursuant to the CPA, and any violation of this Assurance is a violation of the CPA.

42. Probate Advance agrees that any future violations of this Assurance shall constitute a subsequent violation of the Consumer Protection Act for purposes of §13-410 of the Act.

AGREED AS TO FORM AND SUBSTANCE:

CONSUMER PROTECTION DIVISION
OFFICE OF THE ATTORNEY GENERAL
OF MARYLAND

By:

Nora A. Nichols

Nora A. Nichols
Assistant Attorney General
Consumer Protection Division
200 St. Paul Place, 16th Floor
Baltimore, MD 21202
nnichols@oag.state.md.us

8/5/2025
Date

**SIGN
HERE**

PROBATE ADVANCE, LLC

By:

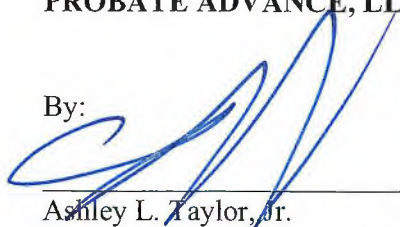
SS

Shiven Shah
Chief Financial Officer

7-31-2025
Date

PROBATE ADVANCE, LLC

By:



Ashley L. Taylor, Jr.
Troutman Pepper Locke LLP
1001 Haxall Point, 15th Floor
Richmond, Virginia 23219
ashley.taylor@troutman.com

Clayton S. Friedman
Troutman Pepper Locke LLP
100 Spectrum Center Drive, Suite 1500
Irvine, California 92618
clayton.friedman@troutman.com

Counsel for Probate Advance, LLC

8/1/2025
Date

EXHIBIT A

CAROLYN A. QUATTROCKI
Chief Deputy Attorney General

LEONARD J. HOWIE III
Deputy Attorney General

CARRIE J. WILLIAMS
Deputy Attorney General

SHARON S. MERRIWEATHER
Deputy Attorney General

ZENITA WICKHAM HURLEY
Deputy Attorney General



STATE OF MARYLAND
OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
LENDING & FINANCE UNIT

ANTHONY G. BROWN
Attorney General

WILLIAM D. GRUHN
Division Chief

WILSON M. MEEKS, III
Unit Chief

PETER V. BERNIS
General Counsel

CHRISTIAN E. BARRERA
Chief Operating Officer

NORA NICHOLS
Assistant Attorney General

[Payee Name]
[Payee Address]

[Date]

Re: Restitution Program
Consumer Protection Division v. Probate Advance, LLC

Restitution Amount:

Dear Consumer,

Because of a settlement between my Consumer Protection Division and Probate Advance, LLC, you are entitled to restitution. The amount of the restitution is the total amount Probate Advance received through the assignment by you for all or part of your interest in the estate of [estate name], less the amount Probate Advance paid you for assignment of that interest. The enclosed check represents the funds to which you are entitled pursuant to the settlement. You must deposit the check within 180 days of the date of the check.

If you have any questions concerning this refund payment, you may contact Verita Global at [phone number] and the Consumer Protection Division at 410-576-6957.

Very truly yours,

<?>

Attorney General