

FILED

MAY 23 2025

ADMINISTRATIVE HEARING PROCESS

CONSUMER PROTECTION DIVISION
OFFICE OF THE ATTORNEY GENERAL
OF MARYLAND,

Proponent,

v.

HEATHER KAY DELANEY,
et al.,

Respondents.

IN THE CONSUMER
PROTECTION DIVISION

THE OFFICE OF
THE ATTORNEY GENERAL
OF MARYLAND

CPD Case No.: 24-006-372478
OAH Case No: OAG-CPD-04-24-07654

* * * * *

FINAL ORDER

1. The Consumer Protection Division of the Office of the Attorney General of Maryland (the “Agency”)¹ hereby orders Respondents Heather Kay Delaney (“Heather Delaney”) and Ryan Delaney, individually and formerly doing business as Maryland State Douglas, LLC (“MSD”) (collectively “Respondents”), to cease and desist from violating the Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-101 through 13-501, and to take affirmative action pursuant to § 13-403(b)(1) of the Consumer Protection Act as described herein.

Findings of Fact and Conclusions of Law

2. The Agency hereby adopts and incorporates the Proposed Decision of Administrative Law Judge Alecia Frisby Trout (the “ALJ”), attached hereto as Attachment A, as modified by the Ruling on Exceptions, also attached hereto and filed herewith, and with the changes proposed in Proponent’s *Errata* to the ALJ’s Proposed Decision, also attached hereto as Attachment B, as if they were fully set forth herein (hereinafter “FF&CL”).

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 as the Proponent in the instant matter is referred to as “Proponent.”

Application

3. The provisions of this Final Order shall apply to Respondent Heather Delaney and any partnership, corporation, or entity in which she, individually, has an ownership interest, controls, or has the right to control, or for which she establishes policy or has the authority to establish policy.

4. The provisions of this Final Order shall apply to Respondent Ryan Delaney and any partnership, corporation, or entity in which he, individually, has an ownership interest, controls, or has the right to control, or for which he establishes policy or has the authority to establish policy.

5. The provisions of this Final Order shall apply (1) to the Respondents' offer and sale of consumer goods and consumer services to consumers residing in Maryland, and (2) to the Respondents' offer of consumer goods and consumer services to consumers residing in states other than Maryland provided the Respondents' offer or sale occurs from the State of Maryland.

Definitions

6. For purposes of this Final Order, the term "doula-related goods and services" shall include pregnancy support, labor and delivery support, postpartum support, overnight support, sibling care, lactation support, placenta encapsulation services, and other related services to assist families with pregnancy, labor and delivery, the postpartum period, or childcare.

Injunctive Provisions

7. The Respondents shall immediately cease and desist from engaging in any unfair or deceptive trade practices in violation of the Consumer Protection Act in connection with the offer, sale or performance of doula-related goods and services.

8. The Respondents shall not make any false or misleading oral or written statement,

visual description, or other representation of any kind that has the capacity, tendency, or effect of deceiving or misleading any consumer in connection with the offer, sale or performance of doula-related goods and services.

9. The Respondents shall not make any false or misleading oral or written statement, visual description, or other representation of any kind that has the capacity, tendency, or effect of deceiving or misleading any consumer about the Respondents' willingness or ability to deliver or perform any offered or sold consumer good or service.

10. The Respondents shall not fail to state any material fact, the omission of which would deceive or tend to deceive a consumer, in connection with the offer, sale or performance of doula-related goods and services.

11. The Respondents shall not represent in connection with the offer, sale, or performance of doula-related goods and services that the goods or services have a sponsorship, approval, characteristic, use, or benefit, which they do not have.

12. The Respondents shall not represent in connection with the offer, sale, or performance of doula-related goods and services that either of them or any company for which one or both of them (a) own, (b) control, (c) establish policy, or (d) have the authority to establish policy, has a sponsorship, approval, status, affiliation, or connection that he, she, or it does not have.

13. The Respondents shall not represent in connection with the offer, sale or performance of doula-related goods and services that the goods or services are of a particular standard, quality, grade, style, or model which they are not.

14. The Respondents shall not represent in connection with the offer, sale or performance of consumer goods and services that the Respondents, or their agents, employees,

contractors, and servants, have credentials, experience, training, and/or certifications that they do not have.

15. The Respondents shall not offer or sell any consumer goods or services to consumers unless the Respondents are willing and able to provide such goods or services.

16. The Respondents shall not collect any payment from consumers without consumers' authorization or through authorization obtained from consumers through deception.

17. The Respondents shall not make any false or misleading oral or written statements or other representations of any kind that have the capacity, tendency, or effect of deceiving or misleading consumers concerning the reason for the delay, failure, or inability to perform or deliver goods or services to consumers.

18. The Respondents shall not make any false or misleading oral or written statements or other representations of any kind that have the capacity, tendency, or effect of deceiving or misleading consumers concerning the status of performance or delivery of goods or services to consumers.

19. The Respondents shall not make any false or misleading oral or written statements or other representations of any kind that have the capacity, tendency, or effect of deceiving or misleading consumers concerning their willingness or ability to provide refunds to consumers.

20. The Respondents shall not make any false or misleading oral or written statements or other representations of any kind that have the capacity, tendency, or effect of deceiving or misleading consumers concerning the status of a refund.

21. The Respondents shall maintain all deposits and other advance payments collected from a consumer in connection with the offer or sale of consumer goods or services in trust for the benefit of the consumer. The Respondents shall only use advance payments and deposits to:

- a. return monies to the consumer;
- b. pay documented claims of persons who have furnished labor or material in connection with the goods or services purchased by the consumer;
- c. pay for documented purchases of materials necessary to provide the goods or services promised to the consumer; or
- d. satisfy the billed amount after all promised goods and services have been provided to the consumer.

The Respondents shall maintain documentation of all deposits or other advance payments made by consumers, and shall, upon request by a consumer or the Proponent, promptly provide the documentation to the consumer or to the Proponent.

22. The Respondents shall pay all refunds due or promised to consumers (a) on the date a refund becomes due pursuant to the terms of a contract, or (b) within five (5) days of (i) the date of nonperformance of a service or non-delivery of a good, (ii) the date of receiving a refund request or (iii) either Respondent agreeing to provide a refund; whichever comes first.

23. For at least ten (10) years from the date of this Final Order, the Respondents shall maintain records concerning all consumer goods and services that they provide, and all payments they accept, for consumer goods and services. Upon request, the Respondents shall produce to the Proponent the documents that must be maintained pursuant to this paragraph.

24. Each Respondent is barred from taking any payments, deposits, or other consideration from consumers in advance of fully providing an offered good or service unless that Respondent first provides the Agency with a surety bond (the "Bond") in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) that is in a form acceptable to the Agency and that meets the following conditions:

- a. The Bond shall be issued by a surety licensed to do business in Maryland (the “Surety”) and shall provide that the Respondent(s) and the Surety are held and firmly bound to consumers who suffer any damage or loss in connection with a Respondent’s failure to provide any purchased good or service, collection of consumer monies without authorization, or collection of consumer monies authorized through deception.
- b. The Bond shall permit any consumer who suffers any damage or loss in connection with a Respondent’s failure to provide any purchased good or service, collection of consumer monies without authorization, or collection of consumer monies authorized through deception, to file a claim for the consumer’s damage or loss with the Surety and, if the claim is not paid, to bring an action based on the Bond in a court of competent jurisdiction and to recover against the Surety any damage or loss suffered by the consumer in connection with that Respondent’s failure to provide any purchased good or service, collection of consumer monies without authorization, or collection of consumer monies authorized through deception, as well as the costs of the legal action.
- c. The Bond shall also permit the Proponent to file a claim with the Surety for any damage or loss suffered by a consumer in connection with a Respondent’s failure to provide any purchased good or service, collection of consumer monies without authorization, or collection of consumer monies authorized through deception, and, if the claim is not paid, to bring an action based on the Bond in a court of competent jurisdiction and to recover against the Surety any damage or loss suffered by a consumer in connection with that Respondent’s (i) failure to provide any purchased good or service, (ii) collection of consumer monies without authorization, or (iii) collection of consumer monies authorized through deception; as well as the costs of the legal action.

d. The Bond shall also permit the Proponent to file a claim with the Surety for costs and expenses it incurs in connection with its enforcement of this Final Order and, if the claim is not paid, to bring an action based on the Bond in a court of competent jurisdiction for the costs and expenses incurred by the Proponent in connection with its enforcement of this Final Order.

e. The Bond posted by the Respondents pursuant to this paragraph shall remain in effect until five (5) years from the date the last claim is made, or if no claims are made, five (5) years from the date it is first posted.

f. The Respondents shall provide the Agency with a copy of any Bond they obtain and shall maintain accurate records of all premium payments made on it and claims and payments made from it. Commencing ninety (90) days from the date of the entry of this Final Order and annually thereafter for the duration of the Bond, the Respondents shall provide the Proponent with copies of all such records maintained concerning any Bond they obtain.

g. If a claim is filed with a Surety by the Proponent, notice shall be given by mailing a copy of the claim to the Respondents. Any notice to the Respondents made under this or any other subparagraph shall be made consistent with paragraph 57.

25. The Respondents shall include, in any contract or other agreement that one or both enter into with a consumer for any good or service, the following information:

- a. A notice informing the consumer of the existence of the Bond posted pursuant to paragraph 24;
- b. the name, address and telephone number of the Surety that provides the Bond required under paragraph 24 and a notice informing consumers of their ability to

file claims with the Surety if they suffer any damage or loss in connection with a Respondent's failure to provide any purchased good or service, collection of consumer monies without authorization, or collection of consumer monies authorized through deception; and

- c. a notice informing consumers that if they have any complaint concerning a Respondent's failure to provide any purchased good or service, collection of consumer monies without authorization, or collection of consumer monies authorized through deception, they may contact the Consumer Protection Division at 200 St. Paul Place, 16th Floor, Baltimore, MD 21202; (410) 576-6300 or toll-free: (888) 743-0023.

26. Within ten (10) days of this order, each Respondent shall notify the Proponent in writing whether or not that Respondent, individually, or through any partnership, corporation, or entity that the Respondent owns, controls, has the right to control or for which the Respondent establishes or has the right to establish policy, offers or sells any consumer good or consumer service, identifying with particularity the nature of each such business and all consumer goods and consumer services offered or sold by each. For any such involvement by either Respondent that arises after the date of this Order, the pertinent Respondent shall notify the Proponent in writing of that fact, identifying with particularity the nature of each such business and all consumer goods and consumer services offered or sold by each.

Restitution

27. The Agency finds that the Respondents harmed consumers when they, among other things, (a) took deposits and other advance payments from consumers for doula-related goods and services, (b) failed to provide the doula-related goods and services that consumers purchased, (c)

collected unauthorized payments from consumers; (d) falsely induced consumers to make additional payments that were not owed; and (e) refused or failed to pay refunds to consumers after failing to provide promised goods and services, after collecting unauthorized payments, and after collecting additional payments that were not owed.

28. The Respondents shall disgorge all monies that they received, jointly or severally through their unfair, deceptive or abusive trade practices, and are jointly and severally liable for the payment of restitution equal to all payments that they received, jointly or severally, (a) from a consumer for a doula-related good or service that was not provided, (b) through the unauthorized collection of a payment from a consumer, (c) through the collection of a payment from a consumer that the consumer had already paid; less any amounts that have already been refunded to consumers by the Respondents (the “Restitution Amount”). The Restitution Amount under this paragraph shall not be reduced by any amount refunded to a consumer by any financial institution, credit card company, money processor, or other third party (“third-party payor”), unless the refunded amount was repaid to the payor by the Respondents.

29. Within thirty (30) days from the date of the entry of this Final Order, the Respondents shall make an initial payment of the Restitution Amount to the Agency in the amount of Sixty Thousand, Eight Hundred, Seventy-Seven Dollars and Sixty-One Cents (\$60,877.61).

30. The Agency shall deposit all payments towards the Restitution Amount into a bank account managed by the Agency (the “Restitution Account”). The Proponent may use the Restitution Amount, and other payments that the Respondents are directed to make by the Agency, to pay restitution to consumers who were harmed due to the Respondents’ unfair and deceptive trade practices, to reimburse third-party payors for chargebacks or refunds that

Respondents have not reimbursed, and to pay the costs of the claims procedure set forth in this Final Order.

31. The following consumers are owed the following amounts for payments they made to the Respondents for doula-related goods and services that the Respondents failed to provide and for payments the Respondents unlawfully collected from the consumers:

1.		\$1,054.40
2.		\$2,650.00
3.		\$3,780.00
4.		\$515.00
5.		\$1,350.00
6.		\$530.00
7.		\$2,000.00
8.		\$2,650.00
9.		\$2,650.00
10.		\$9,840.00
11.		\$565.00
12.		\$795.00
13.		\$2,000.00
14.		\$3,440.00
15.		\$1,590.00
16.		\$2,438.00
17.		\$3,234.00
18.		\$531.48
19.		\$700.00
20.		\$2,094.93
21.		\$900.00
22.		\$1,795.60
23.		\$1,301.00
24.		\$2,060.00
25.		\$1,800.00
26.		\$858.20
27.		\$384.00
28.		\$810.00
29.		\$6,561.00
TOTAL:		\$60,877.61

32. Within thirty (30) days after the date of this Final Order, the Respondents shall provide the Proponent with a list of all consumers from whom the Respondents collected any

amount for a doula-related good or service along with the information set forth in this paragraph (the “Consumer List”). For each such consumer, the Respondents shall provide the following information 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 last known telephone number;
- (f) the consumer’s last known email address;
- (g) the date(s) that the Respondent(s) entered into an agreement with the consumer to provide doula-related good(s) and/or service(s);
- (h) the total amount the consumer paid the Respondent(s) for the doula-related good(s) and service(s);
- (i) a description of each of the goods and services purchased by the consumer;
- (j) an itemization of the amount billed for each good or service purchased by the consumer;
- (k) an itemization of all payments made by the consumer and the date of each payment;
- (l) an itemization of each good and service provided to the consumer, the date each good and each service was provided to the consumer, and the identity of the person that provided each good and each service;
- (m) an itemization of each good and service that was purchased but not provided to the consumer or, in the event no goods or services were provided, a confirmation that no goods or services were provided;
- (n) the Restitution Amount owed to each consumer pursuant to paragraph 31 of this Final Order;
- (o) the amount of any refund(s) provided to the consumer directly by the Respondents;
- (p) the name of any financial institution, credit card company, money processor, or other third-party that charged back or refunded any amount to a consumer;
- (q) the amount of any chargeback or refund paid to any consumer by the third party; and
- (r) the amount of any payment made by the Respondents to the third party repaying any amount charged back or refunded to the consumer.

The Consumer List required under this paragraph shall be provided in an electronic format.

33. The Respondents shall provide the Proponent all documents sufficient to confirm any payment either Respondent claims he or she made that is listed in subparagraphs (o) and (r) of the preceding paragraph.

34. The Proponent shall perform a claims process that will be conducted by a person or persons appointed by the Agency (hereinafter the “Claims Administrator”). The Claims Administrator may be an employee of the Agency or an independent claims processor.

35. The claims process shall consist of identifying and locating each consumer and each thirty-party payor, who is eligible to receive restitution pursuant to this Final Order, gathering all information necessary to determine the amounts of restitution due to each consumer or third-party payor, who is eligible to receive restitution, and the mailing by the Claims Administrator of restitution payments to all such consumers and other mailings that assist the claims process.

36. If it is possible to determine a consumer’s entitlement to relief from sources other than the consumer, that relief shall be provided to the consumer without the necessity of the consumer submitting information in the claims process.

37. For consumers who received some, but not all, of the doula-related goods and services that they purchased from the Respondents, from whom the Respondent(s) collected any unauthorized payment, or from whom the Respondent(s) collected a payment that the consumer had already paid, the Claims Administrator shall determine the amount of restitution owed to each such consumer. In making this determination, the Claims Administrator may rely on information supplied by the consumers, the Proponent, and the Respondents.

38. The Claims Administrator shall perform the tasks necessary to ensure a thorough and efficient determination of consumers’ claims pursuant to the terms of this Final Order.

39. The Claims Administrator shall perform the above duties under the supervision and control of the Proponent.

40. The Respondents shall give the Claims Administrator complete access to all records, data, and personnel necessary for the Claims Administrator to complete his or her duties.

41. The Respondents shall be liable for the costs of conducting the claims process, in addition to the payment provided for under paragraph 55 of this Final Order. The Claims Administrator shall notify the parties of all costs incurred in connection with the claims process.

42. If, at any stage of the claims process, it is determined that the Restitution Account will require additional payments to satisfy all restitution due under this Final Order or to pay the costs of the claims process, the Respondents shall deposit additional money in the Restitution Account in the amount specified by the Proponent within thirty (30) days of being notified by the Proponent of the additional amount.

43. In distributing restitution, the Proponent shall utilize restitution amounts collected under this Final Order to first pay consumers who have been harmed by the Respondents' unfair and deceptive trade practices. After consumers harmed by the Respondents' practices have been fully compensated for the harm they sustained, additional restitution payments that are collected may be used to pay any financial institution, credit card company, money processor, or other third-party that paid a chargeback or refund to a consumer and did not receive full reimbursement of that amount from the Respondents.

44. If there are insufficient funds received by the Agency to provide full restitution to each consumer victim, benefits may be distributed to consumers on a *pro rata* basis.

Civil Penalties

45. Pursuant to Md. Code Ann., Com. Law § 13-410, the factors to be considered by the Agency in setting the amount of a civil penalty are:

- (i) The severity of the violation for which the penalty is assessed;
- (ii) The good faith of the violator;
- (iii) Any history of prior violations;
- (iv) Whether the amount of the penalty will achieve the desired deterrent purpose; and
- (v) Whether the issuance of a cease and desist order, including restitution, is

insufficient for the protection of consumers.

The Agency's consideration of these factors, as set forth below, supports the imposition of a substantial penalty.

46. The Respondents' violations were severe. The Respondents took thousands of dollars in upfront payments from consumers for doula-related goods and services that they then failed to fully provide, took unauthorized charges and debits from consumers, sought to falsely induce consumers to pay more than they owed under the ruse that their original payments had not been processed, and failed to pay refunds to consumers after failing to provide goods or services, for taking money without authorization, and for deceiving consumers into making duplicate payments. Twenty-nine of the consumers who testified or offered documentary evidence in this matter suffered serious financial harm and are owed \$60,877.61, but these consumers only represent a portion of the consumers who were likely harmed by the Respondents. The Respondents not only failed to provide refunds to these consumers, but undertook countless and elaborate efforts to delay, stall, and obfuscate the true status of the requested refunds by falsely claiming that the payments had been issued, were pending, were completed, or were in the mail, and by placing blame on consumers, banks, and money processors for the Respondents' failure to pay refunds. The Respondents then undertook significant efforts to conceal their misconduct from consumers through countless lies: making countless false excuses for nonperformance or delays in refunding, creating fake refund receipts and documentation, disputing consumers' chargeback requests with consumers' financial institutions and with money processors, fighting refund efforts in lawsuits brought by consumers in state courts, in complaints filed with the Better Business Bureau (BBB), and in complaints filed with the Office of the Attorney General of Maryland. The Respondents repeatedly ignored consumers' calls and messages made in an effort

to obtain services or refunds from the Respondents.

47. Further, Respondents misrepresented, through multiple methods, that Maryland State Doulas, Maryland State Doulas' doulas, and Ms. Delaney had certifications, training, experience, or statuses that they did not have, and that the doula-related goods and services had uses and benefits those goods and services lacked and were of a particular standard, quality or grade which they were not. Respondents tried to cover up their deceit by creating fraudulent doula certifications that they produced to consumers. The Respondents' conduct created undue stress during the extremely vulnerable time periods of pregnancy, labor and delivery, and post-partum. Consumers, consisting of expecting and new parents, experienced great stress and confusion at a time when their health, finances, and stability were vulnerable; consumers spent inordinate amounts of time away from their new babies in communications or attempted communications with Maryland State Doulas, the BBB, police stations, credit card companies, and others in an effort to secure services and refunds. (FF&CL at pp. 52-53.)

48. The Respondents acted in bad faith. The Agency not only found that the Respondents engaged in unfair and deceptive trade practices in violation of the Consumer Protection Act but did so knowingly and deliberately. Respondents lied to consumers in multiple ways for years including about Ms. Delaney's and doulas' certifications and experience, their willingness and ability to provide promised doula-related goods and services, their unauthorized charges and debits to consumers, consumers' needing to pay again on the pretense that their original payments were not received, and the status of consumers' refunds. The Respondents provided consumers with falsified doula certification records and falsified refund receipts with some consumers receiving multiple fake proofs of refunds. The Respondents then spent consumers' money to fund their personal lifestyles, including on trips to Disney, retail shopping,

golf courses, and Stubhub and Ticketmaster. (FF&CL at pp. 54-58.) The Agency found that Respondents spent at least \$273,979.61, a figure that is likely substantially underestimated, in personal expenses from their business accounts between February of 2019 and June of 2023. (*Id.*). The Respondents also “took extensive efforts to hide their improper business conduct and spending from consumers, from the [Proponent], and from [the] Tribunal.” (*Id.* at p. 65.) The Agency found that Respondents’ efforts included, but were not limited to, violating orders of the Tribunal to produce key evidence, falsifying refund records, falsifying contracts, concealing Respondents’ former and other business names and entities, falsifying doula certifications, and falsifying bank records. (FF&CL at p. 65.)

49. The number of affected consumers, the amount of financial harm, and the number of misrepresentations to consumers are unknown due to the Respondents’ failure to comply with the Tribunal’s Orders, extensive failure to produce documents, concealment of records, and falsification of records. (*See* FF&CL at p. 6.) The ALJ found that, had the ordered discovery been produced, those documents would have been harmful to the Respondents’ case. (*Id.*). This and other facts established at the hearing of this matter concerning the Respondents’ unfair and deceptive conduct overwhelmingly establishes the Respondents’ bad faith.

50. Respondent Heather Delaney has a known history of misappropriating consumer funds for doula-related goods and services, which Respondent Ryan Delaney was aware of and was intricately involved in addressing the aftermath of Ms. Delaney’s spending spree with consumer funds during the operation of her prior doula-services business. Despite this, just a few months later, the Respondents opened a “mirror-image, doula services company, and that business was MSD.” (FF&CL at p. 64.) The facts of this case show at least a several-years period of Consumer Protection Act violations during which time the Respondents harmed countless

consumers; the forty-five consumers who testified or provided evidence represent only a fraction of the Respondents' consumers who were likely harmed. In this matter, the Respondents' violations were numerous and longstanding and Ms. Delaney's misappropriation of funds paid by consumers for doula services has precedent.

51. Injunctive provisions and an order to pay restitution alone are not likely to deter the Respondents from continuing the same course of illegal conduct and are insufficient to protect consumers. An injunction and a requirement that the Respondents pay restitution only puts the Respondents in the financial situation in which they would have been had they complied with the law in the first place. A significant penalty is necessary to deter Respondents, and those similarly situated, from engaging in this or a similar type of illegal conduct in the future and to protect consumers.

52. The Respondents have committed at least one thousand, two hundred thirteen (1,213) violations of the Consumer Protection Act in the following ways:

- Respondents committed at least thirty-five (35) violations of the Consumer Protection Act when they offered and sold doula-related goods and services that, in most cases, they failed to perform at all, and that, in some instances, they performed in part, but not in a manner consistent with the representations they made to consumers.
- Respondents committed at least eighteen (18) violations of the Consumer Protection Act when they offered and agreed that Ms. Delaney would be the consumers' primary or back-up doula, when Respondents did not intend to have her serve in that role, and Ms. Delaney was unwilling to serve in that role.
- Respondents committed at least forty-one (41) violations of the Consumer Protection Act when they made unauthorized charges to or debits from consumers' accounts.
- Respondents committed at least two (2) violations of the Consumer Protection Act when they attempted to collect additional payments from consumers for services for which the consumers had already paid.
- Respondents committed at least forty-four (44) violations of the Consumer Protection Act when they failed to pay full refunds to consumers who did not receive the services for which they had paid, and to consumers who had unauthorized charges to or debits from their accounts. Of these forty-four violations, Respondents failed to provide refunds already promised to twenty-

two consumers.

- Respondents committed at least fifteen (15) violations of the Consumer Protection Act when they issued fake proof of refunds to consumers, some of whom received multiple fake refund documents.
- Respondents committed at least one (1) violation of the Consumer Protection Act when they forged a consumer's electronic signature onto a contract in order to support a specious argument that the consumer was not due a refund.
- Respondents committed at least fifty-six (56) violations of the Consumer Protection Act when they misrepresented seven false credentials, trainings, or certifications in Ms. Delaney's profile that was sent to at least eight consumers.
- Respondents committed at least four-hundred thirty-six (436) violations of the Consumer Protection Act when they sent emails to consumers from at least 2021 to 2023 with a signature block for Ms. Delaney containing false certifications and credentials. Each of the 436 signature blocks contained three misrepresented certifications and credentials: CD(DONA) (Certified Doula DONA), ICS, and CBE.
- Respondents committed eighteen (18) violations of the Consumer Protection Act when they misrepresented Ms. Delaney's status as an active doula to at least eighteen consumers for whom she agreed to serve as their primary or back-up doula.
- Respondents committed at least three hundred eighty-one (381) violations of the Consumer Protection Act when they misrepresented in multiple places on MSD's website, for a minimum of 381 days (from at least June 26, 2022, to July 11, 2023), that all of the doulas with MSD were certified.
- Respondents committed at least one hundred forty-seven (147) violations of the Consumer Protection Act when they misrepresented in MSD's labor contracts with consumers that all of the doulas with MSD were certified.
- Respondents committed at least five (5) violations of the Consumer Protection Act when they misrepresented in the MSD's marketing materials and welcome packets to consumers that all doulas with MSD were certified.
- Respondents committed at least twelve (12) violations of the Consumer Protection Act when they misrepresented the experience, qualifications, certifications, and other credentials of specific doulas with MSD.
- Respondents committed at least two (2) violations of the Consumer Protection Act when they misrepresented a DONA International certification for a doula, [REDACTED] by disseminating a falsified certification.

53. Section 13-410(a) of the Consumer Protection Act provides that a merchant who engages in a violation of the Act is subject to a fine of not more than \$10,000 for each violation. Because the Respondents violated the ALJ's order to produce their complete business records to the Proponent, and falsified documents to cover up their misconduct, the 1,213 violations of the Consumer Protection Act that the Respondents have been found to have committed is likely only

a portion of the true number of times that the Respondents violated the Consumer Protection Act.

54. Upon consideration of the evidence presented in this case and the factors set forth in Section 13-410(d) of the Consumer Protection Act, the Agency has determined that Respondents shall, jointly and severally, no later than thirty (30) days from the date of this Final Order, pay civil penalties totaling Six Hundred Six Thousand Five Hundred Dollars (\$606,500.00), representing a penalty of \$500.00 for each violation of the Consumer Protection Act identified in this case.

Costs

55. Within thirty (30) days from the date of this Final Order, Respondents shall pay the Agency, jointly and severally, \$60,000.00 for Proponent's costs incurred investigating and prosecuting this matter. *See* Bill of Costs, attached hereto as Attachment C.

Allocation of Payments

56. All payments that are collected pursuant to this Final Order shall first be used to pay restitution to consumers harmed by the Respondents' unfair and deceptive trade practices. After payment of restitution to consumers and then third-party payors who were not refunded by Respondents, the payments shall be allocated to payment of costs. After payment of restitution and costs, payments shall be allocated to civil penalties imposed under this Final Order.

Notice

57. Any notice that is made by any of the parties to another party, or by the Agency to the parties, shall be provided via Electronic and First-Class Mail to the persons identified below at the addresses listed below, unless a different contact person or address is specified in writing by the party changing such contact person or address.

For the Proponent:

Lauren Bell
Lauren Calia
Assistant Attorneys General
Consumer Protection Division
Office of the Attorney General
200 St. Paul Place
Baltimore, MD 21202
lbelle@oag.state.md.us
lcalia@oag.state.md.us

and

Chief, Consumer Protection Division
Office of the Attorney General
200 St. Paul Place
16th Floor
Baltimore, MD 21202
chief@oag.state.md.us

For Respondents Heather Kay Delaney and Ryan Delaney:

Heather K. Delaney and Ryan Delaney
[REDACTED]
Crofton, Maryland [REDACTED]
[REDACTED]

Resolution of Disputes

58. The Chief of the Agency or his or her designee shall resolve any disputes regarding this Final Order and enter any supplemental orders needed to effectuate its purpose.

Notice to Respondents

59. Pursuant to Md. Code Ann., Com. Law § 13-403(d), Respondents are hereby notified that if the Agency determines that a Respondent has failed to comply with this Final Order within thirty (30) days following service of this Final Order, Proponent may proceed with enforcement of the Final Order pursuant to Title 13 of the Commercial Law Article.

Appeal Rights

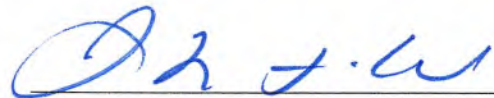
60. A party aggrieved by this Final Order is entitled to judicial review of the decision as provided by § 10-222 of the State Government Article of the Annotated Code of Maryland.

Generally, a petition for judicial review must be filed within thirty (30) days after the date of the order from which relief is sought. The time for filing a petition is set forth in Rule 7-203 of the Maryland Rules and the rules regulating judicial review of administrative agency decisions are set forth in Rules 7-201 to 7-210 of the Maryland Rules.

CONSUMER PROTECTION DIVISION
OFFICE OF THE ATTORNEY GENERAL

Date: May 23, 2025

By:



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