

IN THE CIRCUIT COURT OF THE COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION

PEOPLE OF THE STATE OF ILLINOIS, )  
)  
Plaintiff, )  
)  
vs. )  
)  
AMERICAN ESCROW, LLC, an Illinois )  
Limited Liability Company, DEREK LURIE, )  
individually and as President, Chief Executive )  
Officer, Operating Manager and Co-Owner of )  
AMERICAN ESCROW LLC, and )  
STEVEN LURIE, individually and as Co-Owner )  
of AMERICAN ESCROW LLC, )  
)  
Defendants. )

00CH19149

No.

COOK COUNTY CLERK  
JUN 15 PM 12:11

COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF

NOW COMES the Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, by LISA MADIGAN, Attorney General of the State of Illinois, and brings this action complaining of Defendants, AMERICAN ESCROW, LLC, an Illinois Limited Liability Company, DEREK LURIE, individually and as President, Chief Executive Officer, Operating Manager and Co-Owner of AMERICAN ESCROW LLC, and STEVE LURIE, individually and as Co-Owner of AMERICAN ESCROW LLC.

JURISDICTION AND VENUE

1. This action is brought for and on behalf of the PEOPLE OF THE STATE OF ILLINOIS, by LISA MADIGAN, Illinois Attorney General, pursuant to the provisions of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 *et seq.*, the Transmitters of Money Act, 205 ILCS 657/93 and her common law authority as Attorney General to represent the People of the State of Illinois.

2. Venue for this action properly lies in Cook County, Illinois, pursuant to sections 2-101 and 2-102(a) of the Illinois Code of Civil Procedure, 735 ILCS 5/2-101 and 102(a), in that the Defendants are doing business in Cook County, Illinois, and Cook County is the county of residence of at least one of the Defendants.

### PARTIES

3. Plaintiff, THE PEOPLE OF THE STATE OF ILLINOIS, by LISA MADIGAN, Attorney General of the State of Illinois, is charged, *inter alia*, with the enforcement of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 *et seq.*, and with collecting restitution on behalf of the TOMA Consumer Protection Fund pursuant to section 93 of the Transmitters of Money Act, 205 ILCS 657/93.

4. Defendant AMERICAN ESCROW LLC is an Illinois Limited Liability Company with its principal place of business located at 404 North May Street, Chicago, Illinois 60622.

5. For purposes of this Complaint, any references to the acts and practices of the Defendant AMERICAN ESCROW LLC shall mean that such acts and practices are by and through the acts of said company's officers, owners, members, directors, employees, or other agents.

6. Defendant DEREK LURIE was the President, Chief Executive Officer, and Operating Manager of AMERICAN ESCROW LLC. He was also one of the two founders and co-owners of the company. In these capacities, he managed and controlled the day-to-day business operations of AMERICAN ESCROW LLC.

7. Defendant DEREK LURIE is being sued individually and in his capacity as President, Chief Executive Officer, Operating Manager and co-owner of AMERICAN ESCROW LLC.

8. Defendant DEREK LURIE formulated, directed, controlled and had knowledge of the acts and practices of the Defendant AMERICAN ESCROW LLC and, at all times relevant hereto, was an officer, director, owner and/or agent of the AMERICAN ESCROW LLC.

9. To adhere to the fiction of separate corporate existence between the Defendants DEREK LURIE and AMERICAN ESCROW LLC would serve to sanction fraud and promote injustice.

10. Defendant STEVEN LURIE was one of the two founders and co-owners of AMERICAN ESCROW LLC. In that capacity, he had knowledge of and control over the business operations of AMERICAN ESCROW LLC.

11. Defendant STEVEN LURIE is being sued individually and in his capacity as co-owner of AMERICAN ESCROW LLC.

12. Defendant STEVEN LURIE formulated, directed, controlled and had knowledge of the acts and practices of the Defendant AMERICAN ESCROW LLC and, at all times relevant hereto, was an officer, director, owner and/or agent of the AMERICAN ESCROW LLC.

13. To adhere to the fiction of separate corporate existence between the Defendants STEVEN LURIE and AMERICAN ESCROW LLC would serve to sanction fraud and promote injustice.

14. Defendants AMERICAN ESCROW, LLC, DEREK LURIE, and STEVEN LURIE are collectively hereinafter referred to as "Defendants."

#### **COMMERCE AND TRANSMITTING MONEY**

15. Subsection 1(f) of the Consumer Fraud and Deceptive Business Practices Act defines "trade" and "commerce" as follows:

The terms "trade" and "commerce" mean the advertising, offering for sale, sale, or distribution of any services and any property,

tangible or intangible, real, personal, or mixed, and any other article, commodity, or thing of value wherever situated, and shall include any trade or commerce directly or indirectly affecting the people of this State.

815 ILCS 505/1(f).

16. Section 5 of the Transmitters of Money Act defines “transmitting money” as follows:

‘Transmitting money’ means the transmission of money by any means, including transmissions to or from locations within the United States or to and from locations outside of the United States by payment instrument, facsimile or electronic transfer, or otherwise, and includes bill payment services.

205 ILCS 657/5.

17. Section 5 of the Transmitters of Money act defines “Bill payment service” as follows:

‘Bill payment service’ means the business of transmitting money on behalf of an Illinois resident for the purpose of paying the resident’s bills.

205 ILCS 657/5.

18. Defendants were at all times relevant hereto engaged in trade and commerce and transmitting money in the State of Illinois, as described in Defendants’ business practices below.

#### **DEFENDANTS' BUSINESS PRACTICES**

19. Starting in 1998, Defendants advertised and entered into contracts with individual consumers in various states, including Illinois, to provide property tax and homeowner’s insurance escrow and payment services.

20. This conduct is governed by the Illinois Transmitters of Money Act (“TOMA”),  
205 ILCS 657/1 *et seq.*

21. Under the TOMA, transmitters of money are required to obtain a license to engage in business in Illinois, 205 ILCS 657/10, and post a surety bond, 205 ILCS 657/30.

22. At no time did Defendants obtain the required license or post the appropriate surety bond mandated by TOMA.

23. Pursuant to Defendants' contracts with consumers, Defendants calculated the approximate amount the consumers would have to pay for property taxes and/or homeowner's insurance each year. Defendants divided this amount into twelve payments, which they collected monthly from the consumers. These monthly payments were either mailed to Defendants by consumers or Defendants' arranged to debit the payments directly from consumers' bank accounts.

24. Defendants determined the taxing authorities that each consumer's property was subject to and made payments directly to those authorities.

25. For those consumers who used Defendants' services to pay homeowner's insurance premiums, the consumers specified which insurance company their homeowner's insurance was with and, as with the property taxes, Defendants made the required payments directly to the entity specified by the consumer.

26. Defendants made these payments to taxing authorities and insurance companies either by sending checks to the entities or by electronic or wire transfer of monies to the entities.

27. Before beginning any work, Defendants collected a startup fee from consumers in the amount of \$100, which was later increased to \$250.

28. In addition, Defendants collected a monthly fee for providing escrow services in the amount of \$5, which was later increased to \$6.50.

29. Finally, defendants charged a termination fee when a consumer's account was

closed. The termination fee initially was roughly \$100, and increased to \$150 in or around 2002, \$250 in or around 2004 and \$500 in or around January 2009. Defendants deducted this termination fee from consumers' accounts if they wanted to close their accounts at any point for almost any reason or if Defendants closed the consumers' accounts due to failure to make timely payments. The only time the fee would not be charged was if the consumer sold or transferred the title to their home.

30. Defendants' contracts and solicitations assured consumers their money would be safe.

31. The contract consumers entered into with AMERICAN ESCROW stated that "Federal Banking laws and Federal Reserve regulations govern all transactions and insure protection of Client funds."

32. The contract also stated that "[t]he account into which funds are so transferred is protected under U.S. Federal Reserve Regulation "E" and by insurance from the Federal Deposit Insurance Corporation (FDIC). Should funds be withdrawn from Clients accounts in error, Client is entitled to immediate reimbursement under Regulation "E" of the U.S. Federal Reserve."

33. The promotional materials created by Defendants to be distributed to consumers stated that their escrow account is "a secured account." The promotional materials further stated: "Is an escrow account secure? Absolutely! Escrow is governed by the Real Estate Settlement Procedure Act of 1974 (RESPA), administered by US [Department of] Housing and Urban Development (HUD). All money is held in an FDIC-insured account."

34. In or around 2000 or 2001, an employee of AMERICAN ESCROW began embezzling money from the company. In or around 2003, the company discovered the theft and

reported the employee to law enforcement officials.

35. Defendants determined in or around 2004 that the employee had embezzled or misappropriated approximately \$2.3 million from the company. AMERICAN ESCROW submitted an insurance claim for the loss, but was only reimbursed approximately \$840,000 for the loss. Defendants determined that this created a deficit of approximately \$1,460,000 in the account(s) which held the consumers' payments. The amount remaining in the account(s) would have been insufficient to repay consumers all the funds that they paid to Defendants.

36. Nonetheless, Defendants continued to enter into agreements with new consumers to provide escrow and payment services and continued to accept consumers' monthly payments even after they learned of the deficit in the account(s).

37. Consumers' property tax and homeowner's insurance payments are due at differing times through the year. Therefore, despite the deficit of funds, Defendants were able to continue to make the necessary tax and insurance payments for a time.

38. In or around the fall of 2008, however, Defendants were no longer able to mask their financial instability. Defendants began to fail to make the property tax payments that came due for some of their consumers.

39. This is illustrated by information from the Cook County Treasurer's Office. This information shows that Defendants failed to pay the property taxes that came due in November 2008 for roughly 20 of their consumers who resided in Cook County, Illinois.

40. When Defendants failed to make these consumers' tax payments, they did not inform these consumers that their tax payments had not been made.

41. Defendants failed to make any tax payments for consumers that came due after February 2009.

42. Despite this, Defendants continued accepting consumers' monthly payments for taxes and insurance.

43. In fact, Defendants continued accepting consumers' monthly payments for taxes and insurance until mid-March 2009, when they finally made the decision to close AMERICAN ESCROW's business and inform consumers of the company's failure.

44. Defendants did not return consumers' monies to them or pay any outstanding tax bills or insurance bills that came due after this time.

45. Information from Defendants shows that they failed to refund approximately \$154,000 to Illinois consumers for payments they made to the company. The company has stated that, nationwide, they have failed to refund approximately \$1,000,000 to consumers for payments made to the company.

46. In addition, as a result of Defendants' failure to make tax payments on time, consumers were charged late fees by their taxing authorities and were in danger of having their property taxes sold at auction and potentially losing their homes.

47. The individual defendants in this matter drew a salary from AMERICAN ESCROW'S funds until approximately January 2009. DEREK LURIE'S annual salary was \$130,000. STEVEN LURIE'S annual salary was \$32,500.

48. In addition, DEREK LURIE received other monetary benefits from AMERICAN ESCROW'S corporate accounts. For example, DEREK LURIE drove a BMW that was paid for through AMERICAN ESCROW'S corporate accounts. The monthly payment on the car was \$642.51.

49. DEREK LURIE also made payments through AMERICAN ESCROW'S corporate accounts to credit cards registered to him individually. In April 2007, for example,

payments totaling \$8841.09 were made from AMERICAN ESCROW'S corporate accounts to DEREK LURIE'S credit cards. In August 2008, payments totaling \$6067.97 were made from AMERICAN ESCROW'S corporate accounts to DEREK LURIE'S credit cards.

50. On occasion, DEREK LURIE also received money from the company over and above his usual monthly salary. In one instance, DEREK LURIE directed an AMERICAN ESCROW employee to give him roughly \$2500 in company funds.

### **APPLICABLE STATUTES**

51. Section 2 of the Consumer Fraud and Deceptive Business Practices Act provides:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the "Uniform Deceptive Trade Practices Act," approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful, whether any person has in fact been misled, deceived or damaged thereby. In construing this section consideration shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5 (a) of the Federal Trade Commission Act.

815 ILCS 505/2.

52. Section 10 of the Transmitters of Money Act provides:

No person may engage in this State in the business of selling or issuing payment instruments, transmitting money, or exchanging, for compensation, payment instruments or money of the United States government or a foreign government to or from money of another government without first obtaining a license under this Act.

205 ILCS 657/10.

53. Section 30 of the Transmitters of Money Act provides:

(a) An applicant for a license shall post and a licensee must maintain with the Director a bond or bonds issued by corporations qualified to do business as surety companies in this State.

(b) The applicant or licensee shall post a bond in the amount of the greater of \$100,000 or an amount equal to the daily average of outstanding payment instruments for the preceding 12 months or operational history, whichever is shorter, up to a maximum amount of \$2,000,000. When the amount of the required bond exceeds \$1,000,000, the applicant or licensee may, in the alternative, post a bond in the amount of \$1,000,000 plus a dollar for dollar increase in the net worth of the applicant or licensee over and above the amount required in Section 20, up to a total amount of \$2,000,000.

(c) The bond must be in a form satisfactory to the Director and shall run to the State of Illinois for the benefit of any claimant against the applicant or licensee with respect to the receipt, handling, transmission, and payment of money by the licensee or authorized seller in connection with the licensed operations. A claimant damaged by a breach of the conditions of a bond shall have a right to action upon the bond for damages suffered thereby and may bring suit directly on the bond, or the Director may bring suit on behalf of the claimant.

(d) (Blank).

(e) (Blank).

(f) After receiving a license, the licensee must maintain the required bond plus net worth (if applicable) until 5 years after it ceases to do business in this State unless all outstanding payment instruments are eliminated or the provisions under the Uniform Disposition of Unclaimed Property Act have become operative and are adhered to by the licensee. Notwithstanding this provision, however, the amount required to be maintained may be reduced to the extent that the amount of the licensee's payment instruments outstanding in this State are reduced.

(g) If the Director at any time reasonably determines that the required bond is insecure, deficient in amount, or exhausted in whole or in part, he may in writing require the filing of a new or supplemental bond in order to secure compliance with this Act and may demand compliance with the requirement within 30 days following service on the licensee.

**VIOLATIONS**

**COUNT I**  
**CONSUMER FRAUD ACT**

54. Defendants have engaged in a course of trade or commerce which constitutes unfair and/or deceptive acts and practices declared unlawful under section 2 of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/10, by:

- a. Representing to consumers that they would collect and pay funds for property taxes and/or homeowner's insurance on behalf of the consumers when in fact they failed to pay the consumers' property taxes and/or homeowner's insurance after the funds were collected;
- b. Giving consumers false assurances of the security of consumers' funds when the consumers' funds were not, in fact, secure;
- c. Failing to pay the consumers' property taxes and/or homeowner's insurance after entering into contracts with consumers to pay the consumers' property taxes and/or homeowner's insurance from funds escrowed with the Defendants;
- d. Failing to inform the consumers in a timely manner that their property taxes and/or homeowner's insurance were not going to be paid as contracted;
- e. Soliciting and entering into contracts with new consumers for their services even after discovering a significant deficit in the company's escrow account such that there were insufficient funds available to pay all consumer property taxes and/or homeowner's insurance premiums that would come due;

- f. Continuing to accept consumers' funds even after discovering a significant deficit in the company's escrow account such that there were insufficient funds available to pay all consumer property taxes and/or homeowner's insurance premiums that would come due;
- g. Continuing to accept consumers' funds after already failing to pay certain consumers' property taxes and/or homeowner's insurance due to insufficient funds in the escrow account;
- h. Failing to refund consumers' funds; and
- i. Holding themselves out to consumers as able to legally engage in the business of transmitting money and bill payment services in Illinois, and actually engaging in such services on behalf of consumers, without holding the necessary license or posting the required surety bond.

### REMEDIES

55. Section 7 of the Consumer Fraud and Deceptive Business Practices Act provides:

(a) Whenever the Attorney General has reason to believe that any person is using, has used, or is about to use any method, act or practice declared by the Act to be unlawful, and that proceedings would be in the public interest, he may bring an action in the name of the State against such person to restrain by preliminary or permanent injunction the use of such method, act or practice. The Court, in its discretion, may exercise all powers necessary, including but not limited to: injunction, revocation, forfeiture or suspension of any license, charter, franchise, certificate or other evidence of authority of any person to do business in this State; appointment of a receiver; dissolution of domestic corporations or association suspension or termination of the right of foreign corporations or associations to do business in this State; and restitution.

(b) In addition to the remedies provided herein, the Attorney General may request and this Court may impose a civil penalty in a

sum not to exceed \$50,000 against any person found by the Court to have engaged in any method, act or practice declared unlawful under this Act. In the event the court finds the method, act or practice to have been entered into with intent to defraud, the court has the authority to impose a civil penalty in a sum not to exceed \$50,000 per violation.

(c) In addition to any other civil penalty provided in this Section, if a person is found by the court to have engaged in any method, act, or practice declared unlawful under this Act, and the violation was committed against a person 65 years of age or older, the court may impose an additional civil penalty not to exceed \$10,000 for each violation.

815 ILCS 505/7.

56. Section 10 of the Consumer Fraud and Deceptive Business Practices Act provides:

In any action brought under the provisions of this Act, the Attorney General is entitled to recover costs for the use of this State.

815 ILCS 505/10.

#### **PRAYER FOR RELIEF**

WHEREFORE, the Plaintiff prays that this honorable court enter an order:

A. Finding that Defendants have violated section 2 of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, including, but not limited to, the unlawful acts and practices alleged herein;

B. Preliminarily and permanently enjoining Defendants from engaging in the business of escrow services in the State of Illinois;

C. Declaring that all contracts entered into between the Defendants and consumers by the use of methods and practices declared unlawful are rescinded and requiring that full restitution be made to said consumers;

D. Assessing a civil penalty in the amount of Fifty Thousand Dollars (\$50,000) per violation of the Act found by the Court to have been committed by the Defendants with the intent to defraud; if the Court finds the Defendants have engaged in methods, acts or practices declared unlawful by the Act, without the intent to defraud, then assessing a statutory civil penalty of Fifty Thousand Dollars (\$50,000), all as provided in section 7 of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/7;

E. Assessing an additional civil penalty in the amount of Ten Thousand Dollars (\$10,000) per violation of the Act found by the Court to have been committed by the Defendants to have been committed against a person 65 years of age and older as provided in Section 7(c) of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/7(c)

F. Requiring the Defendants to pay all costs for the prosecution and investigation of this action, as provided by section 10 of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/10; and

G. Providing such other and further equitable relief as justice and equity may require.

## COUNT II

### SUBROGATION

57. Defendants have violated section 10 of the Transmitters of Money Act, 205 ILCS 657/10, by engaging in the transmitting of money and bill payment services in that they transmitted money to and from locations within the United States and were in the business of transmitting money on behalf of Illinois residents for the purpose of paying the residents' tax and insurance bills without a license.

58. The Director of the Illinois Department of Financial and Professional Regulation issued an order to Defendant AMERICAN ESCROW, LLC on June 16, 2009,

ordering it to pay restitution to all its customers who have suffered a monetary loss arising out of a transaction regulated by the Transmitters of Money Act and demanding payment to the Department of the total amount of money of all transactions that Defendant AMERICAN ESCROW, LLC accepted for transmission since its inception, plus three times such dollar amount, which money shall be deposited in the TOMA Consumer Protection Fund. See IDFPR Order (attached as Exhibit 1).

59. If the company fails to provide restitution to consumers, the Director intends to award restitution to consumers who fill out a claim form and provide appropriate documentation from the TOMA Consumer Protection Fund, pursuant to section 93 of the Transmitters of Money Act. Under section 93 of the Transmitters of Money Act, the TOMA Consumer Protection Fund is entitled to be reimbursed for the amount paid out in restitution by the person responsible for such loss.

60. Defendant AMERICAN ESCROW, LLC, having caused the monetary loss to consumers arising out of transactions regulated by the Transmitters of Money Act for which restitution will be made out of the TOMA Consumer Protection Fund, is therefore responsible for reimbursing the Fund for its loss.

### **REMEDIES**

61. Section 93 of the Transmitters of Money Act provides:

(a) A special income-earning fund is hereby created in the State treasury, known as the TOMA Consumer Protection Fund.

(b) All moneys paid into the fund together with all accumulated undistributed income thereon shall be held as a special fund in the State treasury. The fund shall be used solely for the purpose of providing restitution to consumers who have suffered monetary loss arising out of a transaction regulated by this Act.

(c) The fund shall be applied only to restitution when restitution has been ordered by the Director. Restitution shall not exceed the amount actually lost by the consumer. The fund shall not be used for the payment of any attorney or other fees.

(d) The fund shall be subrogated to the amount of the restitution, and the Director shall request the Attorney General to engage in all reasonable collection steps to collect restitution from the party responsible for the loss and reimburse the fund.

(e) Notwithstanding any other provisions of this Section, the payment of restitution from the fund shall be a matter of grace and not of right, and no consumer shall have any vested rights in the fund as a beneficiary or otherwise. Before seeking restitution from the fund, the consumer or beneficiary seeking payment of restitution shall apply for restitution on a form provided by the Director. The form shall include any information the Director may reasonably require in order to determine that restitution is appropriate.

(f) Notwithstanding any other provision of this Section, moneys in the TOMA Consumer Protection Fund may be transferred to the Professions Indirect Cost Fund, as authorized under Section 2105-300 of the Department of Professional Regulation Law of the Civil Administrative Code of Illinois.

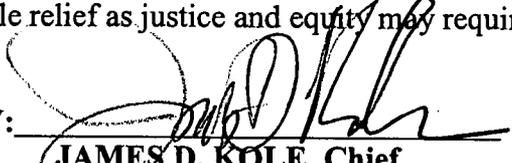
205 ILCS 657/93.

**PRAYER FOR RELIEF**

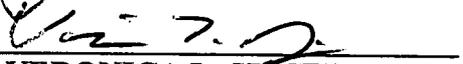
WHEREFORE, the Plaintiff prays that this honorable court enter an order:

A. With a judgment in favor of Plaintiff and against Defendant AMERICAN ESCROW for a sum of money equal to the amount the TOMA Consumer Protection Fund distributes to consumers, plus costs; and

B. Providing such other and further equitable relief as justice and equity may require.

BY: 

**JAMES D. KOLE, Chief  
Consumer Fraud Bureau**

BY: 

**VERONICA L. SPICER, AAG  
SUSAN N. ELLIS, AAG  
Consumer Fraud Bureau**

**Attorney No. 99000  
LISA MADIGAN,  
Illinois Attorney General**

**JAMES D. KOLE, Chief  
Consumer Fraud Bureau**

**VERONICA L. SPICER  
SUSAN N. ELLIS  
Assistant Attorney General  
Consumer Fraud Bureau  
100 W. Randolph St., 12th Floor  
Chicago, IL 60601  
312/814-3786**



Any person who, without the required license, engages in conduct requiring a license under this Act shall be liable to the Department in an amount equal to the greater of (i) \$5,000 or (ii) an amount of money accepted for transmission plus an amount equal to 3 times the amount accepted for transmission. The Department shall cause any funds so recovered to be deposited in the TOMA Consumer Protection Fund.

4. Section 93 of TOMA states, in part:

(a) A special income earning fund is hereby created in the State treasury, known as the TOMA Consumer Protection Fund.

(b) All moneys paid into the fund together with all accumulated undistributed income thereon shall be held as a special fund in the State treasury. The fund shall be used solely for the purpose of providing restitution to consumers who have suffered monetary loss arising out of a transaction regulated by this Act.

(c) The fund shall be applied only to restitution when restitution has been ordered by the Director. Restitution shall not exceed the amount actually lost by the consumer. The fund shall not be used for the payment of any attorney or other fees.

#### **FACTUAL FINDINGS**

5. AE is a third-party company that offers escrow services directly to homeowners for a fee. The homeowner makes monthly payments to AE directly from his/her checking or savings account for property taxes and/or insurance. AE accumulates the monthly deposits so that sufficient funds are available to make the homeowner's property tax and/or insurance payment when due. AE then makes the homeowner's property tax and /or insurance payment directly to the appropriate party. AE's brochure which explains the service is attached as Exhibit A.

6. AE is located in Illinois at 404 North May Street, Chicago.

7. On or about March 2009, AE ceased doing any business.

8. AE has never been licensed by the Department of Financial and Professional Regulation, Division of Financial Institutions ("Department") pursuant to TOMA.

#### **LEGAL FINDINGS**

9. AE is transmitting money as defined in Section 5 of TOMA.

10. AE is operating without a license as required by Section 10 of TOMA.

11. AE is liable to the Department for an amount of money accepted by AE for transmission without a license plus an amount equal to 3 times the amount accepted by AE for transmission without a license.

NOW THEREFORE IT IS HEREBY ORDERED:

1. AE shall pay restitution to all its customers who have suffered a monetary loss arising out of a transaction regulated by TOMA.
2. By June 30, 2009, AE shall provide the Department with a list of all customers that have suffered a monetary loss due to AE's failure to pay the customer's property taxes and/or insurance. The list shall include the customer's name, address, dollar amount of the loss incurred, the payee of the property tax or insurance payment and the date the payment was due.
3. By June 30, 2009, AE shall provide the Department with a list of all transactions, including the date and dollar amount of the transaction that AE accepted for transmission since its inception. The list shall also include the total dollar amount of money accepted for transmission since its inception.
4. By June 30, 2009, AE shall pay to the Department the dollar amount of money determined by the list ordered in Number 3 above plus three times the dollar amount (4 times the total dollar amount in Number 3 above)..

Dated this 16<sup>th</sup> day of June 2009

  
\_\_\_\_\_  
Robert E. Meza, Director

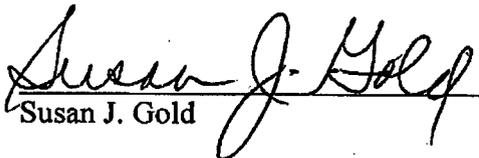
**CERTIFICATE OF SERVICE**

I, Susan J. Gold, Deputy General Counsel of the Illinois Department of Financial and Professional Regulation, hereby certify that on June 16, 2009, I caused a true copy of the foregoing Order to be served on the parties named below, by causing the same to be sent via certified mail to the following:

American Escrow, L.L.C.  
404 North May Street  
Chicago, Illinois 60622

Jason L Wolin, Registered Agent  
55 West Monroe Street #3600  
Chicago, Illinois 60603

Thomas Anthony Durkin  
Durkin & Roberts  
53 West Jackson, Suite 615  
Chicago, IL 60604-3668

  
Susan J. Gold