



STATE OF CONNECTICUT
DEPARTMENT OF BANKING

260 CONSTITUTION PLAZA • HARTFORD, CT 06103-1800



Howard F. Pitkin
Commissioner

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STATE OF CONN
DEPT. OF BANKING
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IN THE MATTER OF:

THOMAS KERNS MCKNIGHT, LLP
d/b/a LAW OFFICES OF
THOMAS K. MCKNIGHT

CONSENT ORDER

(“Thomas K. McKnight”)

\*\*\*\*\*

WHEREAS, the Banking Commissioner (“Commissioner”) is charged with the administration of Sections 36a-671 to 36a-671e, inclusive, of the Connecticut General Statutes contained in Part II of Chapter 669 of the Connecticut General Statutes, “Debt Adjusters and Debt Negotiation”;

WHEREAS, Thomas K. McKnight is a California limited liability partnership with an office located at 1251 E. Dyer Road, #210, Santa Ana, California;

WHEREAS, the Commissioner, through the Consumer Credit Division of the Department of Banking, conducted an investigation, pursuant to Section 36a-17(a) of the Connecticut General Statutes, as amended by Public Acts 14-7 and 14-89, into the activities of Thomas K. McKnight to determine if it had violated, was violating or was about to violate the provisions of the Connecticut General Statutes within the jurisdiction of the Commissioner;

WHEREAS, as a result of such investigation, the Commissioner alleges that during the period of at least October 2010 through December 2013, Thomas K. McKnight engaged and offered to engage in debt negotiation in this state without the required license, in violation of Section 36a-671(b) of the Connecticut General Statutes;

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**WHEREAS**, the Commissioner believes that such allegation would support initiation of enforcement proceedings against Thomas K. McKnight, including proceedings to issue a cease and desist order against Thomas K. McKnight pursuant to Sections 36a-671a(b) and 36a-52(a) of the Connecticut General Statutes, and impose a civil penalty on Thomas K. McKnight pursuant to Sections 36a-671a(b) and 36a-50(a) of the Connecticut General Statutes;

**WHEREAS**, initiation of such enforcement proceedings would constitute a “contested case” within the meaning of Section 4-166(4) of the Connecticut General Statutes, as amended by Public Act 14-187;

**WHEREAS**, Section 4-177(c) of the Connecticut General Statutes and Section 36a-1-55(a) of the Regulations of Connecticut State Agencies provide that a contested case may be resolved by consent order, unless precluded by law;

**WHEREAS**, both the Commissioner and Thomas K. McKnight acknowledge the possible consequences of formal administrative proceedings, and Thomas K. McKnight voluntarily agrees to consent to the entry of the sanctions imposed below without admitting or denying any allegation contained herein and solely for the purpose of obviating the need for formal administrative proceedings concerning the allegation contained herein;

**WHEREAS**, the Commissioner and Thomas K. McKnight now desire to resolve the allegation set forth herein;

**WHEREAS**, Thomas K. McKnight herein represents that as of January 9, 2014, Thomas K. McKnight ceased and desisted from engaging or offering to engage in debt negotiation in this state with any new Connecticut residents;

**WHEREAS**, by letter dated January 24, 2014, Thomas K. McKnight provided a list of Connecticut residents with whom it had engaged and offered to engage in debt negotiation and herein represents that the Connecticut residents listed in Exhibit A attached hereto represents all of the Connecticut residents who had engaged the services of Thomas K. McKnight and the total fees that such Connecticut residents paid to Thomas K. McKnight;

**WHEREAS**, Thomas K. McKnight herein represents to the Commissioner that it is not currently aware of any additional Connecticut residents who had retained Thomas K. McKnight for debt negotiation services since October 1, 2009;

**AND WHEREAS**, Thomas K. McKnight, through its execution of this Consent Order, voluntarily agrees to waive its procedural rights, including a right to notice and an opportunity for hearing as it pertains to the allegation set forth herein, and voluntarily waives its right to seek judicial review or otherwise challenge or contest the validity of this Consent Order.

### **CONSENT TO ENTRY OF SANCTIONS**

**WHEREAS**, Thomas K. McKnight, through its execution of this Consent Order, consents to the Commissioner's entry of a Consent Order imposing the following sanctions:

1. Thomas K. McKnight shall immediately cease and desist from violating Section 36a-671(b) of the Connecticut General Statutes;
2. No later than the date this Consent Order is executed by Thomas K. McKnight, Thomas K. McKnight shall repay fees to the Connecticut residents in the amounts identified in Exhibit A attached hereto, and shall provide evidence of such repayment to Carmine Costa, Director, Consumer Credit Division, Department of Banking, 260 Constitution Plaza, Hartford, Connecticut 06103-1800 or [carmine.costa@ct.gov](mailto:carmine.costa@ct.gov); and
3. No later than the date this Consent Order is executed by Thomas K. McKnight, Thomas K. McKnight shall remit to the Department of Banking by cashier's check, certified check or money order, made payable to "Treasurer, State of Connecticut", the sum of Three Thousand Four Hundred Dollars (\$3,400) as a civil penalty.

### **CONSENT ORDER**

**NOW THEREFORE**, the Commissioner enters the following:

1. The sanctions set forth above be and are hereby entered;
2. Upon issuance of this Consent Order by the Commissioner, this matter will be resolved and the Commissioner will not take any future enforcement action against Thomas K. McKnight based upon the allegation set forth herein; provided that issuance of this Consent Order is without prejudice to the right of the Commissioner to take enforcement action against Thomas K. McKnight based upon a violation of this Consent Order or the matters underlying its entry, if the Commissioner determines that compliance with the terms herein is not being observed or if any representation made by Thomas K. McKnight and reflected herein is subsequently discovered to be untrue;

3. Upon issuance of this Consent Order by the Commissioner and so long as Thomas K. McKnight complies with the terms of this Consent Order, nothing in the issuance of this Consent Order shall adversely affect the ability of Thomas K. McKnight to apply for or obtain a license or renewal licenses under Sections 36a-671 to 36a-671e, inclusive, of the Connecticut General Statutes contained in Part II of Chapter 669 of the Connecticut General Statutes; and
4. This Consent Order shall become final when issued.

Issued at Hartford, Connecticut  
this 14 day of August 2014.

  
\_\_\_\_\_  
Howard F. Pitkin  
Banking Commissioner

I, Saro Baghjan, state on behalf of Thomas Kerns McKnight, LLP d/b/a Law Offices of Thomas K. McKnight, that I have read the foregoing Consent Order; that I know and fully understand its contents; that I am authorized to execute this Consent Order on behalf of Thomas Kerns McKnight, LLP d/b/a Law Offices of Thomas K. McKnight; that Thomas Kerns McKnight, LLP d/b/a Law Offices of Thomas K. McKnight agrees freely and without threat or coercion of any kind to comply with the provisions of this Consent Order; and that Thomas Kerns McKnight, LLP d/b/a Law Offices of Thomas K. McKnight voluntarily agrees to enter into this Consent Order, expressly waiving the procedural rights set forth herein as to the matters described herein.

By:   
Name: Saro Baghjan  
Title: Managing Director  
Thomas Kerns McKnight, LLP  
d/b/a Law Offices of Thomas K. McKnight

State of: \_\_\_\_\_

County of: \_\_\_\_\_

On this the \_\_\_\_\_ day of July 2014, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself/herself to be the \_\_\_\_\_ of Thomas Kerns McKnight, LLP d/b/a Law Offices of Thomas K. McKnight, a limited liability partnership, and that he/she as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability partnership by himself/herself as \_\_\_\_\_.

In witness whereof I hereunto set my hand.

*please see att'd. 'Acknowledgement'*

\_\_\_\_\_  
Notary Public  
Date Commission Expires:

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

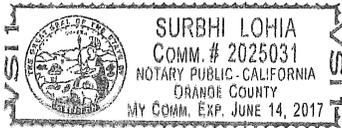
STATE OF CALIFORNIA

County of ORANGE }

On July 29, 2014 before me, SURBHI LOHIA, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer

personally appeared Saro Sean Baghijajian  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Surbhi Lohia  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Dept. of Banking

Document Date: July 29, 2014 Number of Pages: Seven

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

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Signer Is Representing:  
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