

**IN THE COURT OF COMMON PLEAS OF
LEHIGH COUNTY, PENNSYLVANIA**

**COMMONWEALTH OF PENNSYLVANIA,
By MICHELLE A. HENRY, ATTORNEY
GENERAL,**

Petitioner,

v.

**HELBING LAW, LLC; CONSUMER LAW
RELIEF, LLC d/b/a HELBING LAW
GROUP, LLC; and ERIK M. HELBING,
INDIVIDUALLY,**

Respondents.

CIVIL DIVISION

**ASSURANCE OF VOLUNTARY
COMPLIANCE**

Filed on Behalf of Petitioner:

**COMMONWEALTH OF
PENNSYLVANIA, MICHELLE A. HENRY,
ATTORNEY GENERAL**

Counsel of Record for this Party:

**Amy L. Schulman
Senior Deputy Attorney General
P.A. I.D. No. 80888**

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Mezzanine Level
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AND NOW, comes the Commonwealth of Pennsylvania, by Attorney General Michelle A. Henry ("Commonwealth" or "Petitioner"), which conducted a review of the business practices of Helbing Law, LLC; Consumer Law Relief, LLC d/b/a Helbing Law Group, LLC; and Erik M. Helbing, Individually ("Respondents") pursuant to the Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1 *et seq.* ("Consumer Protection Law"); the Debt Settlement Services Act, 63 P.S. § 2501 *et seq.* ("DSSA"); and the Telemarketing Sales Rule, 16 C.F.R. 310 *et seq.* ("TSR").

PARTIES

WHEREAS, Petitioner is the Commonwealth of Pennsylvania, Office of Attorney General, with offices located at 1251 Waterfront Place, Mezzanine Level, Pittsburgh Pennsylvania 15222 and 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120;

WHEREAS, Respondent Helbing Law, LLC is a Pennsylvania limited liability company with a principal place of business located at 1328 2nd Avenue, Berwick, Pennsylvania 18603;

WHEREAS, Respondent Consumer Law Relief, LLC is a Pennsylvania limited liability company with a principal place of business located at 1328 2nd Avenue, Berwick, Pennsylvania 18603;

WHEREAS, Respondents Helbing Law, LLC and Consumer Law Relief, LLC maintained an office to meet with clients at 1275 Glenlivet Dr., Suite 100, Allentown, PA 18106;

WHEREAS, Helbing Law Group, LLC is a registered fictitious name of Consumer Law Relief, LLC;

WHEREAS, Respondent Erik M. Helbing is an adult individual residing at 1328 2nd Avenue, Berwick, Pennsylvania 18603;

WHEREAS, at all times relevant and material hereto, Respondent Erik M. Helbing was the sole owner of Helbing Law, LLC and Consumer Law Relief, LLC d/b/a Helbing Law Group, LLC and authorized, approved, endorsed, formulated, directed, controlled, and/or participated in the conduct alleged herein;

BACKGROUND

WHEREAS, since 2015, Respondents have engaged in trade and commerce in the Commonwealth of Pennsylvania by advertising, offering for sale, selling and performing debt settlement and legal services to consumers in Pennsylvania and other states;;

WHEREAS, Respondents provided legal representation to clients that involved litigation representation, court appearances, and debt relief services;

WHEREAS, Respondent Erik M. Helbing is an attorney licensed to practice law in the Commonwealth of Pennsylvania and the State of New Jersey;

WHEREAS, Respondents advertised and offered to their clients that they could assist them by negotiating the repayment terms of their unsecured debts, whether through negotiation and/or litigation;

WHEREAS, Respondents contend they appeared in Court and defended hundreds of litigation matters relating to creditor claims against Respondents' clients;

WHEREAS, Respondents advertised their legal and debt relief services to consumers through online advertising and various other advertising methods;

WHEREAS, Respondents' advertisements reasonably led consumers to believe that Respondents' debt relief services would be provided by an attorney;

WHEREAS, Respondents retained third party call centers to handle incoming consumer calls received as a result of Respondents' advertising efforts;

WHEREAS, consumers seeking representation for litigation and debt relief services from Respondents entered into retainer agreements with Respondents;

WHEREAS, Respondents' retainer agreements required that consumers make advance payment to Respondents to pay Respondents' for their purported representation;

WHEREAS, Respondents had arrangements with attorneys located nationwide to purportedly defend legal actions taken against consumers in their local jurisdictions;

WHEREAS, Respondents' non-attorney call centers also provided support work and negotiation services for Respondents' clients;

WHEREAS, the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection ("Bureau") has received consumer complaints alleging Respondents failed to defend collection lawsuits filed against consumers and failed to provide promised debt relief services;

REGULATIONS

WHEREAS, Respondents are sellers or telemarketers of “debt relief service[s],” as defined by Section 310.2(o) of the TSR, 16 C.F.R. § 310.2(o);

WHEREAS, Respondents are “providers” of “debt settlement services,” as defined by Section 2502 of the DSSA, 63 P.S. § 2502;

WHEREAS, Respondent Erik M. Helbing is not subject to the attorney exemptions set forth under Section 310.6(b)(3) of the TSR and Section 2503(5) of the DSSA, 16 C.F.R. § 310.6(b)(3) and 63 P.S. § 2503(5), except in such limited matters in which he contends he met all such requirements of such exemptions;

WHEREAS, Respondents are thereby subject to the regulatory requirements of the TSR and the DSSA;

WHEREAS, based upon its investigation, the Commonwealth believes and therefore avers Respondents have engaged in a pattern of misconduct in violation of the TSR and the DSSA, including but not limited to the following:

1. requesting and receiving fees from consumers in connection with debt relief services without renegotiating, settling, reducing or otherwise altering the terms of the debts under a debt settlement plan, in violation of Section 310.4(a)(5)(i)(B) of the TSR and Section 2252(c) of the DSSA, 16 C.F.R. § 310.4(a)(5)(i)(B) and 63 P.S. § 2252(c)(1);
2. requesting or receiving fees that: (1) do not bear the same proportional relationship to the total fee as the individual debt amount bears to the entire debt amount at the time of enrollment; and (2) are not a percentage of the amount saved as a result of the

renegotiation, settlement, reduction, or alteration, in violation of Section 310.4(a)(5)(i)(C) of the TSR and Section 2252(c)(3)(i)-(ii) of the DSSA, 16 C.F.R. § 310.4(a)(5)(i)(C) and 63 P.S. § 2252(c)(3)(i)-(ii);

3. marketing, soliciting, offering to provide, and providing debt settlement services while unlicensed to do so in the Commonwealth Pennsylvania, in violation of Section 2521(a) of the DSSA, 63 P.S. § 2521(a);
4. misrepresenting, directly or by implication, any material aspect of any debt relief service, including the amount of money or the percentage of the debt amount that an individual may save by using the service, in violation of Section 2252(b) of the DSSA, 63 P.S. § 2252(b);

WHEREAS, a violation of the DSSA is a violation of the Consumer Protection Law, 63 P.S. § 2574(b);

WHEREAS, the aforesaid acts and practices constitute “unfair methods of competition” and/or “unfair or deceptive acts or practices,” as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4)(ii), (iii), (v) and (xxi).

WHEREAS, Respondents have ceased marketing and selling debt relief services to consumers in the Commonwealth and nationwide;

WHEREAS, to date, Respondents have paid over \$50,000 in consumer refunds to consumers who have filed complaints against them with the Bureau;

WHEREAS, pursuant to Section 201-5 of the Consumer Protection Law, 73 P.S. § 201-5, this Assurance of Voluntary Compliance shall not be considered an admission of violation for any purpose;

WHEREAS, Respondents agree to cease and desist from engaging in the alleged misconduct and desire to comply with the Consumer Protection Law, the DSSA, the TSR and the civil laws of the Commonwealth; and

WHEREAS, this Assurance of Voluntary Compliance is accepted by the Commonwealth pursuant to Section 201-5 of the Consumer Protection Law, 73 P.S. § 201-5, in lieu of commencing statutory proceedings under Sections 201-4 or 201-8 of the Consumer Protection Law, 73 P.S. §§ 201-4, 201-8.

SETTLEMENT TERMS

NOW THEREFORE, having conducted trade and commerce within the Commonwealth, Respondents agree for themselves, their successors, assigns, officers, partners, and affiliates, as follows:

I. The Recitals set forth above are incorporated herein as though fully set forth.

II. Injunctive and Affirmative Relief

A. Respondents shall comply with any and all provisions of the Consumer Protection Law and any amendments thereto, and are permanently enjoined from any violation thereof.

B. Respondents shall comply with any and all provisions of the DSSA and any amendments thereto, and are permanently enjoined from any violation thereof.

C. Respondents shall comply with any and all provisions of the TSR and any amendments thereto, and are permanently enjoined from any violation thereof.

III. Monetary Relief

A. **Required Payment** – Upon the signing of this Assurance of Voluntary Compliance, Respondents shall pay to the Commonwealth a total payment of THIRTY FIVE THOUSAND Dollars (\$35,000), which shall be allocated as follows:

1. **Restitution** in the amount of TWENTY FIVE THOUSAND Dollars (\$25,000).
 - a. **Eligibility-** To be eligible for restitution, consumers must file a consumer complaint, relating to the acts and practices alleged herein, with the Bureau within ninety (90) days of the "Effective Date" of this Assurance of Voluntary Compliance. Any consumer complaints previously filed with the Bureau, relating to the acts and practices alleged herein, will automatically be deemed eligible for return of funds pursuant to this paragraph.
 - b. **Restitution Administration** - The amount, manner and timing of the distribution of restitution funds shall be within the sole discretion of the Commonwealth.
 - c. **Restitution Surplus** -- In the event Respondent's restitution payment of \$25,000 exceeds the amount of consumer claims for restitution, the remaining restitution funds shall be paid to the Commonwealth, as reimbursement for its costs related to the Commonwealth's investigation and the filing and administration of this Assurance of Voluntary Compliance.
 - d. **Additional Restitution** -- In the event the total amount of eligible consumer claims for restitution exceeds the amount set forth in Paragraph III.A.1 herein, Respondents agree to pay additional restitution to the Commonwealth, within thirty (30) days of the Commonwealth's demand for such payment
2. **Civil Penalties** in the amount of FIVE THOUSAND Dollars (\$5,000) shall be distributed to the Commonwealth of Pennsylvania, Department of Treasury.

3. **Public Protection and Educational Purposes** in the amount of FIVE THOUSAND Dollars (\$5,000) shall be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, as costs of investigation to be deposited into an interest-bearing account from which both principal and interest shall be expended for public protection and educational purposes.

B. **Form of Payment** - All payments made by Respondents to the Commonwealth, pursuant to this Assurance of Voluntary Compliance, shall be in the form of a certified check, cashier's check, or money order made payable to the "Commonwealth of Pennsylvania, Office of Attorney General" and shall be forwarded to Amy L. Schulman, Senior Deputy Attorney General, Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection, 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania 15222.

IV. **Miscellaneous Terms**

A. "Effective Date" shall mean the date this Assurance of Voluntary Compliance is filed with the Court.

B. In accordance with Section 201-5 of the Consumer Protection Law, this Assurance of Voluntary Compliance shall not be considered an admission of violation for any purpose. 73 P.S. § 201-5.

C. This Court shall maintain jurisdiction over the subject matter of this Assurance of Voluntary Compliance and over Respondents for the purpose of enforcing its terms.

D. Nothing in this Assurance of Voluntary Compliance shall be construed to waive any individual right of action by a consumer or a local, state, federal, or other governmental entity.

E. Time shall be of the essence with regard to Respondents' obligations hereunder.

F. Erik M. Helbing is the sole owner of Helbing Law, LLC and certifies that he is authorized to enter into and execute this Assurance of Voluntary Compliance its behalf.

G. Erik M. Helbing is the sole owner of Consumer Law Relief, LLC d/b/a Helbing Law Group, LLC and certifies that he is authorized to enter into and execute this Assurance of Voluntary Compliance its behalf.

H. Respondents further agree to execute and deliver all authorizations, documents and instruments which are reasonably necessary to carry out the terms and conditions of this Assurance of Voluntary Compliance, whether required prior to, contemporaneous with or subsequent to the Effective Date, as defined herein.

I. Respondents understand and agree that if they made any false statement in or related to this Assurance of Voluntary Compliance, that such statement was made pursuant to and under penalty of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

J. This Assurance of Voluntary Compliance may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Assurance of Voluntary Compliance may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute as original counterpart hereof.

K. This Assurance of Voluntary Compliance sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducement or conditions, express or implied. There are no representations, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Assurance of Voluntary Compliance that are not fully expressed herein or attached hereto. Each party specifically warrants that this Assurance of Voluntary Compliance is

executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

L. Respondents agree by the signing of this Assurance of Voluntary Compliance that they shall abide by each of the aforementioned provisions and that the breach of any one of those terms shall be sufficient warrant for the Commonwealth of Pennsylvania to petition this Court, or any court of competent jurisdiction, to assess the penalties provided under Section 201-8, 201-9, and 201-9.1 of the Consumer Protection Law, and to order any other equitable relief which the Court deems necessary or proper. 73 P.S. §§ 201-8, 201-9, and 201-9.

M. Any failure of the Commonwealth to exercise any of its rights under this Assurance of Voluntary Compliance shall not constitute a waiver of its rights hereunder.

WHEREFORE, intending to be legally bound, the parties have hereto set their hands and seals.

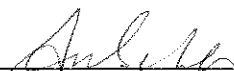
{Signatures on the Following Pages}

FOR THE PETITIONER:

**COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL**

**MICHELLE A. HENRY
ATTORNEY GENERAL**

Date: 1/24/24


By: 
Amy L. Schulman
Senior Deputy Attorney General
PA Attorney I.D. No. 88088

Office of Attorney General
Bureau of Consumer Protection
1251 Waterfront Place
Mezzanine Level
Pittsburgh, PA 15222
412-565-3523

FOR THE RESPONDENTS:


HELBING LAW, LLC

Date: 1/9/2024

By: 
Erik M. Helbing
Owner


**CONSUMER LAW RELIEF, LLC
d/b/a HELBING LAW GROUP, LLC**

Date: 1/9/2024

By: 
Erik M. Helbing
Owner

ERIK M. HELBING, INDIVIDUALLY

Date: 1/9/2024

By: 
Erik M. Helbing, Individually

Date: 1/10/2024

By: 
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Counsel for Respondents