

Forwarders Servicing Florida

In an effort to provide clarity, I am preparing this article for general consumption. It is important to understand that I am not an attorney. I am however providing links to actual case file documents as well as actual laws as they are written in statute. The opinions I provide are just that. When I reference information and feedback provided by any particular person or entity you are encouraged to call them and ask any questions for yourself.

The bulk of this article revolves around Remarketing Solutions (RS). This article is not an effort to pick on them. RS is in fact a fine company. If you have questions about anything in this article that relates directly to RS and how they conduct business I would refer you to Phil Hanks. Phil is generally accessible and open to discussing RS's relationship to the Recovery Industry.

As anyone in this industry should know, there are many attorneys circling like vultures looking for ways to cash in on our mistakes. The most important thing about this issue is the potential for catastrophic legal exposure for any and all Florida Recovery Agencies contracting with RS. This exposure will of course trickle up to RS and the clients as well.

What these attorneys have discovered is that the easiest road to a wrongful repossession claim is by finding a violation of the law. A lender can lose their right to pursue the debtor for a deficiency balance by not sending a right to cure letter and not selling the vehicle in a commercially reasonable manner. Likewise if the repossession process is not in line with the UCC and applicable state laws the lender may no longer have the 'present right to repossess'.

By case law a repossession is wrongful if the lien holder has no present right to self help repossession. Enforcers of liens can be held to account for violating the FDCPA if there is not a present right to repossess. That means defending yourself in a federal court. That means you pay the complainant's legal expenses if you lose. That means you pay any fines out of your pocket. (Losses for FDCPA violations are not covered by insurance.) Defending an FDCPA case is very expensive.

With an understanding of this principle the Florida Repossession Association (FLACARS) sought to get solid legal interpretation from the State of Florida as

to whether or not the business practices and repossession processes being carried out by Florida Recovery Agencies when working under the control and guidance of an unlicensed forwarding company is completely in line with the Statutes and the Legislative intent of the statutes.

FLACARS was advised that the Division of Licensing no longer provides legal opinions upon request except to their own investigators.

FLACARS was advised that in order for an investigator to request an opinion there would need to be a case or an investigation involved.

Therefore the most prudent and reasonable course of action was to trigger an investigation. The following document was forwarded to the Division of Licensing: <http://www.repomanfl.com/rpt.pdf>

This triggered a case against RS. (Note: is not the only Forwarding Company conducting business in Florida.)

The link to the actual case file: <http://www.repomanfl.com/FL-RS.pdf>

Remarketing Solutions (RS). AKA Recovery Solution. RS is owned by Manheim. Manheim was founded by Jake Ruhl, Paul Stern, B.Z. Mellinger and Art Walters in 1945. In the late 1960s, Cox Enterprises acquired the company and moved the headquarters to Atlanta, GA. Manheim employs 32,000 employees and has 140 worldwide locations.

Cox Enterprises is one of the nation's leading media companies and providers of automotive services, with 2005 revenues of \$12 billion and 78,000 employees. Major operating subsidiaries include Cox Communications, Inc. (cable television distribution, telephone, high-speed Internet access and other advanced broadband services); Cox Newspapers, Inc. (newspapers, local and national direct mail advertising and customized newsletters); Cox Television (television and television sales rep firms); Cox Radio, Inc. ([NYSE: CXR] broadcast radio stations and interactive Web sites); Manheim (vehicle auctions, repair and certification services and web-based technology products) and Cox Auto Trader (automotive publications and a majority stake in AutoTrader.com).

The company is led by Chairman and Chief Executive Officer James C. Kennedy, grandson of former Ohio governor and presidential candidate James M. Cox, who founded the company in 1898. Since Kennedy was named to his post in 1988, Cox Enterprises has increased annual revenues from \$1.8 billion in 1988 to more than \$12.0 billion in 2005. Today, Cox is a top-10 nationally ranked player, based on revenues, in every major category where it competes. The company has 80,000 employees located throughout the U.S. and abroad, and operates 300 separate businesses. Governor Cox's daughters, Anne Cox Chambers and Barbara Cox Anthony, serve on the Cox Enterprises Board of Directors and remain active in the management of the company.

The only point to mentioning the background of RS is to make you, as the reader of this article, aware of the size and caliber of RS. For the sake of argument RS has enough money and resources to be considered a 'heavy hitter' to say the least.

I would urge you to ask for yourself... and be completely honest... Could a company be big enough and powerful enough to exempt itself from the law by simply flexing some muscle?

As you read the case file it will be clear to you the Division of Licensing properly spelled out in the complaint that RS is required by law to be licensed to conduct their repossession business. The Division's legal department came to an awakening (understandably) of how big RS is and the number of attorneys they are willing to hire.

Read the very beginning of the case (pages two and three) and you will see that the Division clearly knew exactly how RS conducts their business when they issued the compliance demand.

RS was licensed as a repossession agency in Florida at one time. In most cases their office existed at their auctions. They had tow trucks and licensed recovery agents. Currently RS is not licensed and is an un-licensed agency.

Included in the case file is documentation of a similar case against RS in and around the year 2000.

To most (including the Division of Licensing) it would seem that the simple and most logical solution was compliance. RS could have simply have once again applied for a recovery agency license and the non-compliance issue (in regards to being un-licensed) would go away.

Would go away assuming the Division approved their application. If ever a company deserved to be turned down for a license because of a history of previous and on-going non-compliance... this would be a perfect example.

The language RS sought to use to wiggle out of this non-compliance case can be summarized by looking at the Language of FL Statutes starting with two specific parts of the sentence that defines Recovery Agency. A Recovery Agency must be licensed.

493.6101 (2) "Person" means any individual, firm, company, agency, organization, partnership, or corporation.

(20) "Recovery agency" means any person who, for consideration, advertises as providing or is engaged in the business of performing repossessions.

This defining sentence has two separate sections. The language in the definition of 'Recovery Agency' is separated by the word 'or'. A finding of fact on either side of the clause provides the conclusion that RS is indeed a 'Recovery Agency'.

- A. Advertises as providing... repossessions.
- B. Is engaged in the business of performing repossessions.

We will begin by looking closely at the first segment of this definition:

493.6101 (20) "Recovery agency" means any person(company) who, for consideration, advertises as providing... repossessions.

RS was assessed and paid a fine for advertising that they provide repossession services in FL. The only actions the State forced on them was to change their website.

The result of the case settlement did provide some precedent.

1. RS stipulated that the Division of Licensing has jurisdiction over their activities.
2. The mere fact that they were cited and paid a fine indicates that FL Law does indeed apply to them.
3. RS is in violation of the law if they 'advertise' that they provide repossession services.

In order for RS and their business plan to be in line with FL Law it is my opinion that they needed to establish for a fact that FL Law does not apply to them because they are physically located outside of FL. Since the result of the case is that the Law does apply to them... we can leave out mentioning that RS (Manheim) has many locations and employees in FL.

Let's move back to the question of 'Advertising'....

Does RS advertise in any way, shape or form that they provide repossession services?
What is advertising?

The State ordered them to change the language of their website. The website now contains this disclaimer:

Recovery Solution does not perform any repossessions, in any state, but contracts with professional, properly licensed (in states with license requirements) recovery agents. Recovery Solution is the leading facilitator of repossession services in the U.S. and we utilize a nationwide network of professional repossession agents.

It doesn't take a rocket scientist to read and understand the applicable section of FL repossession law in Chapter 493, fs. It only takes someone with common sense and determination of purpose. The language says:

A 'recovery agency' is any company that advertises as providing repossessions. The current RS disclaimer is still a legal validation that RS is indeed a 'Recovery Agency' because RS is advertising that repossession services are available for consideration.

FL Law does not say:

"Recovery agency" means any company who, for consideration, advertises as providing as long as there is a disclaimer on a website that says you are not engaged in the business of performing repossessions.

This section of the statute standing alone translates directly to:

493.6101 (20) "Recovery agency" means any person(company) who, for consideration, advertises as providing... repossessions.

The RS website still declares that RS is indeed a 'Recovery Agency' in the eyes of FL Law...
Read again their own disclaimer:

Recovery Solution does not perform any repossessions, in any state, but contracts with professional, properly licensed (in states with license requirements) recovery agents. Recovery Solution is the leading facilitator of repossession services in the U.S. and we utilize a nationwide network of professional repossession agents.

RS being a facilitator is indeed providing.
RS utilizing a national network is contracting.

But 'advertising' is not limited to websites. Heck. When this section of FL Law was written the internet was an infant. The advertising spectrum is multi-dimensional. The simplest form of advertising is by word of mouth.

If RS, in any way what-so-ever makes it known that they provide repossession services... they are indeed... by FL law... a 'Recovery Agency'

But wait... The FL Law (in this same chapter) actually defines advertising.

Did someone forget to notice this little, but glaring detail? **I would submit that neither the Division's Legal Counsel nor the RS attorneys factored in this definition.**

If unintentional this mistake is brutal and ignorant for even the worst attorney.

If intentional this mistake is smart for an RS attorney but would otherwise be is a clear effort to allow non-compliance by a State official.

Look closely here.

493.6101 (6) "Advertising" means the submission of bids, contracting, or making known by any public notice or solicitation of business, directly or indirectly, that services regulated under this chapter are available for consideration.

By simple application of the language of the FL Law... RS is a Recovery Agency and required to be licensed if they:

1. Directly or indirectly submit bids
2. Directly or indirectly contract
3. Directly or indirectly provide any notice
4. Directly or indirectly solicit business

The term 'directly or indirectly' completely dissolves any wiggle room what-so-ever.

The Division of Licensing charged RS \$750 for advertising and yet continues to allow and actually helped them by suggesting how to word their advertising? The solution to the case is to have them modify their website?

The solution itself clearly defines them as an un-licensed recovery agency.

To the properly licensed recovery agents and agencies in the state of Florida this should be disturbing. This should be alarming. This should be a wake up call. The solution was not to pay a fine, plus 'go forth and sin no more'.... The solution was to pay a fine and continue to not comply. How many licensed agencies have been provided this option by the Division? I would guess none. Why? It is improper. Historically, that is not the way the Division of Licensing operates.

OK. Let's don't expect to make our point in that first segment of the definition alone. Let's go a head and play along with this documented charade served up by the Division's legal counsel and the RS attorneys. Let's assume there was no 'deal' made to look the other way here.

Let's pretend RS can advertise.
We all know they are still advertising right?

RS is still directly and indirectly advertising, providing notice, submitting bids, contracting...
Each one of these actions makes them a recovery agency and puts them in non-compliance.

This is very important (repeated).

The language in the definition of 'Recovery Agency' is separated by the word 'or'. A finding of fact on either side of the clause provides the conclusion that RS is indeed a 'Recovery Agency'.

Let's move on to the second part of the definition of 'Recovery Agency'...

"Is engaged in the business of performing repossessions."

RS argues in their response that since they sub-contract all their assignments... that they do not 'perform' repossessions. One quote from their response:

"Remarketing Solutions is not a recovery agency because it does not conduct any repossession activities"

How many different sources for the definition of 'conduct' would we need to look at to de-bunk this statement.

'Conducting' repossession activities?

That is exactly what RS does.

In the Division's original complaint the repossession process the Recovery Agency performs is out lined. I feel their statement lacks a little detail so I made a list of my own.

The repossession process (in FL) includes:

1. Being licensed as an 'E' Recovery Agent which requires documented experience, training and a background check.
2. Establishing an "R" Licensed Agency
3. Purchasing equipment needed.
4. Purchasing liability insurance to satisfy clientele.
5. Some form of marketing.
6. Contracting with the prospective client.
7. Being provided an assignment from the client.
8. Verifying the lender's interest in the collateral.(Lien & Contract)
9. Locating the collateral and/or the debtor. (skip tracing)

10. Physically checking the address(es) provided to locate the collateral.
11. Providing updates to the client.
12. Taking possession of the collateral.
13. Reporting the repossession to police.
14. Moving the vehicle to storage.
15. Checking the condition of the collateral.
16. Reporting the condition of the collateral.
17. Checking the collateral for personal property.
18. Writing up an inventory of the personal property.
19. Removing and storing the personal property.
20. Keeping a record of the personal property in the vehicle.
21. Providing the client with a copy of the inventory.
22. Sending written notice to the debtor that you indeed have their personal property, how they can go about getting it back, how long they have to get it back, and what will happen to the personal property if they don't get it back.
23. Storing the collateral for the client.
24. Delivering the collateral to where the client wants it to go or releasing it to their representative.
25. Sending an invoice to the client and/or charging the client a repossession fee.
26. Collecting from the client.
27. Paying any employees or sub-contractors.
28. Fielding any complaints in regards to any wrong doings by any employees or sub-contractors.
29. Paying for any claims of damages to avoid insurance claims.
30. Reporting any unsettled claims of damages to insurance carrier.

Now remember, the term we are looking at is:

"Is engaged in the business of performing repossessions."

From M-W.com the definition of engaged is:

1: involved in activity

I would submit to you that in order to not be engaged in the business of performing repossessions.... RS would need to establish that they do not do any of the 30 items listed.

It has been my experience that RS is engaged (involved) in most of the repossession process. Are they involved in the activity of performing repossessions?

Let's start with numbers 5, 6, 7 & 8.

5. Some form of marketing.
6. Contracting with the prospective client.
7. Being provided an assignment from the client.
8. Verifying the lender's interest in the collateral. (Lien & Contract)

This part of the repossession process is performed entirely by RS. The licensed recovery agency is not involved in this part of the process at all.

Is RS involved in the activity of performing repossessions?

Number 9

9. Locating the collateral and/or the debtor.

This is covered by case law.

In Florida Appellate court argument the Division of Licensing pointed out:

While the act of merely locating vehicles to be repossessed may appear somewhat innocuous, in point of fact, locating can include activities such as surreptitious surveillance, and contacting debtors at their place of business. Accordingly the Division urges that the definition of repossession is broad enough to include the activities of the Butlers even if one assumes that the Butlers merely located automobiles.

The appellate court found the construction given by the Division to this Statute is not clearly erroneous, and accordingly affirmed this issue.

(Finch v Department of State, Division of Licensing 606 So. 2d 458 FL App. 1992)

Florida recovery agencies have been told by the Division of Licensing for years that individuals working on repossession files that do any type of skip tracing are required to be licensed. Certainly RS is open to argue that their un-licensed employees do no skip-tracing on Florida accounts at all.

When I toured the RS facility and met their staff they pointed out to me the 'skip tracing' department. It is my experience that RS is consistently the middleman in the exchange of information between the client and the at large recovery agency. Everyone's task is to locate the debtor/collateral. RS is very much involved in that 'skip tracing' process.

Investigations 101: **Follow the Money**

When establishing whether or not a company is engaged in a performing repossessions.... What better point to reference than numbers 25-26.

25. Charging a repossession fee to a client
26. Paying a sub-contractor to effect a repossession

Again RS removes the licensed recovery agency from the process of billing and collecting repossession fees from the client completely.

The licensed recovery agency does not negotiate their fees with the client. The licensed recovery agency does not collect repossession fees from the client.

RS is charging their clients a repossession fee and is therefore involved in providing repossession services. Therefore RS is required by FL Law to be licensed.

I feel sorry for the poor guy down the street (from India) who operates the local convenient store. I asked him about the liquor license he pays so dearly for. I don't have the heart to tell him he just needs to hire the right attorney. He doesn't provide the beer... The beer is brewed, bottled and delivered to his store by other licensed manufacturers and distributors. Because the others have a license and he is just the end provider he is exempt from the law. **Right?**

See how empty and silly this type of argument is?

Now in some cases RS may pay the entire repossession fee to the licensed recovery agency. But RS is not a funding company that takes a set percentage. If they always paid the recovery agency the entire repossession fee and charged the client a separate administrative fee the issue of invoicing would have no impact on the discussion of this article. However, **RS appears to be a recovery agency that pays for repossession service and marks that service up and sells it to the client.** Just that one little deed precludes a reasonable argument that they are not actively involved in performing repossessions.

RS is collecting money for the production of a service. RS carefully 'contracts' every business relationship they are involved in.

RS is in the repossession business.

RS is required to be licensed according to FL Law.

Remember, this is all to establish that RS is in fact a recovery agency. RS says they are not a recovery agency because they do not actually physically pick

the collateral up. I would submit to you that no recovery agency actually physically picks up collateral. **The actual physical repossession is carried out in the field by the individual recovery agent – not the recovery agency.**

In terms of liability a recovery agency that subcontracts with another agency to repossess collateral is still responsible for the actions of the subcontractor. This liability follows all the way up the chain to the client. Case law has repeatedly decided that the liability can not be passed along to another. By just sub-contracting the assignment RS is involved in the performance of the repossession. Because they are locked into the loop of liability they are involved in the performance of the repossession. ... RS is a recovery agency and should be required to be licensed.

In regards to numbers 28-29,

28. Fielding any complaints in regards to any wrong doings by any employees or sub-contractors.
29. Paying for any claims of damages to avoid insurance claims.

The concept of dealing with claims of damage and liability is one of the selling points of RS in their marketing. This issue is strongly addressed in their contracts with their sub-contractors. Because of the vast financial resources behind RS they bring to the table an ability to manage damage claims for the client. The RS contract with the sub-contractor puts RS in a possession of providing remedy when needed and charging back the expenditures to the sub-contractor.

I know of one situation where a FL licensed agency was regularly sending RS assignments to another agency further south. The agency they were using down south went out of business and the secretary of the licensed agency took it upon herself to find a new agent in that area. The secretary looked on the internet and found, what turned out to be, another forwarding company. The forwarding company accepted the assignments then sub-contracted to another licensed agency in Florida, had the collateral recovered and quickly whisked the vehicles out of the state and held them for ransom.

RS being the original contractor for the client eventually negotiated the release of the collateral from the criminal company that was holding the collateral hostage and billed the financial damages back to their contractor.

The point being that RS was in that case and is always involved in the performance of the repossession. Because they are involved in the process... they are a recovery agency. Because they are a recovery agency they are required by Florida Law to be licensed.

RS Fees: <http://www.repomanfl.com/RSfees.pdf>

This copy of a fee schedule provided to an RS client is not being presented as firm evidence of what they charge. I have no idea how old it is and I can't indicate it is even authentic. It is being provided merely as an indication of what they may charge their clients.

Many of the services that RS may be charging the client for are not an issue but what about skip tracing fees. Should RS be compelled to open their books on Florida repossessions provided... would those records show that they charge any clients skip tracing fees?

Even if the skip tracing was done by the licensed agency the indication that RS may be billing clients for the service is another firm indication that they are involved in locating collateral. Supposed their records indicate skip tracing charges are to any degree not passed along to the recovery agency. Just the act of charging a skip tracing fee to the client puts them in non-compliance as an unlicensed recovery agency.

Look further into Florida Law as it applies to the Licensed Agencies contracting with RS:

493.6118 Grounds for disciplinary action.--

(u) In addition to the grounds for disciplinary action prescribed in paragraphs (a)-(t), Class "R" recovery agencies, Class "E" recovery agents, and Class "EE" recovery agent interns are prohibited from committing the following acts:

(1)(n) Employing or contracting with any unlicensed or improperly licensed person or agency to conduct activities regulated under this chapter, or performing any act that assists, aids, or abets a person or business entity in engaging in unlicensed activity, when the licensure status was known or could have been ascertained by reasonable inquiry.

This part of the law says that Licensed Recovery Agencies are prohibited from contracting with any unlicensed or improperly licensed agency.

For those that are dissecting verbiage along with this article.... Let's point out to everyone that this section of the law does not even say the unlicensed recovery agency.

The problem with ignoring this part of the repossession law is not just that it allows RS to be in business without a license. When Licensed Recovery Agencies are taken out of the recovery process of:

6. Contracting with the prospective client.
7. Being provided an assignment from the client.
8. Verifying the lender's interest in the collateral.(Lien & Contract)

The door is open for criminal enterprises to use licensed recovery agencies to take advantage of the public and financial institutions.

493.6100 Legislative intent.--The Legislature recognizes that the private security, investigative, and recovery industries are rapidly expanding fields that require regulation to ensure that the interests of the public will be adequately served and protected. The Legislature recognizes that untrained persons, unlicensed persons or businesses, or persons who are not of good moral character engaged in the private security, investigative, and recovery industries are a threat to the welfare of the public if placed in positions of trust. Regulation of licensed and unlicensed persons and businesses engaged in these fields is therefore deemed necessary.

Licensed Recovery Agencies being permitted to regularly and without peril contract with unlicensed agencies leaves them in the habit of blindly trusting the middle man. Every un-licensed forwarder is placed in a position of trust when non-compliance is tolerated.

There is an agency called ICU (also known by several alias names) which has on several occasions had vehicles repossessed in Florida (and other States). Once this company has possession of the collateral the owner and/or the lienholder are required to pay thousands of dollars to get the collateral back.

This company and others like them are allowed to conduct this type of criminal action with the assistance of (unknowing) licensed recovery agencies. The Division of Licensing should enforce the Law as it is written and advise licensed recovery agencies to work only directly for lienholders and/or other licensed agencies. The public would then be properly protected.

Looking back to the definitions in FL Law:

493.6101 Definitions.-- (22) "**Repossession**" means the **recovery of a motor vehicle** as defined under s. 320.01(1), a mobile home as defined in s. 320.01(2), a motorboat as defined under s. 327.02, an aircraft as defined in s. 330.27(1), a personal watercraft as defined in s. 327.02, an all-terrain vehicle as defined in s. 316.2074, farm equipment as defined under s. 686.402, or industrial equipment, by an individual **who is authorized by the legal owner, lienholder, or lessor to recover**, or to collect money payment in lieu of recovery of, that which has been sold or leased under a security agreement that contains a repossession clause. As used in this subsection, the term "industrial equipment" includes, but is not limited to, tractors, road rollers, cranes, forklifts, backhoes, and bulldozers. The term "industrial equipment" also includes other vehicles that are propelled by power other than muscular power and that are used in the manufacture of goods or used in the provision of services. A repossession is complete when a licensed recovery agent is in control, custody, and possession of such repossessed property.

By Law repossessions are required to be authorized by the lender and carried out by a Licensee. There is no legal provision for a third party with no interest in the collateral to hire recovery agencies and conduct repossession activities in Florida.

This is very similar to legal issues now being decided and ruled on by the office of financial institutions in Louisiana:

<http://www.repomanfl.com/LALawNotice.pdf>

The burden for compliance to this law falls directly to the repossession agencies in Florida.

Florida Law provides:

493.6118 Grounds for disciplinary action.-- (u) In addition to the grounds for disciplinary action prescribed in paragraphs (a)-(t), Class "R" recovery agencies, Class "E" recovery agents, and Class "EE" recovery agent interns are prohibited from committing the following acts:

1. Recovering a motor vehicle, mobile home, motorboat, aircraft, personal watercraft, all-terrain vehicle, farm equipment, or industrial equipment that has been sold under a conditional sales agreement or under the terms of a chattel mortgage before authorization has been received from the legal owner or mortgagee.

When dealing with an unlicensed recovery agency the licensed recovery agency does not receive

authorization from the legal owner or mortgagee. This is an important area where non-compliance is widespread.

So let's move back to the Division of Licensing's case against RS. RS paid a fine for advertising based on the language of their website. RS agreed to and change the wording on the website.

It is my personal opinion that the points made in this article, together with the case file and actual statutes make it perfectly clear that RS is indeed a 'Recovery Agency' is the eyes of Florida Law. As such they are not now, nor have they been in many years, in compliance with Florida Law. The law requires RS to be licensed in Florida to conduct their repossession business. The written responses provided by RS itself to the Division of Licensing contained in the case file are all the evidence needed to determine they are required to be licensed.

So why was the settlement made? Did the Division of Licensing (attorney) put on a blind fold and sell this bogus solution to an on going situation? Was the Division Attorney out smarted by RS's legal counsel? Did the division's legal counsel fail to realize that advertising is defined in this statute?

Let's be grown up here and call a club a club. The Division of Licensing along with anyone that has taken the time to read this article knows full well that RS is an un-licensed recovery agency that contracts (whether directly or indirectly) and provides repossession services in the state of Florida.

FLACARS was advised that the Division had been told by RS attorneys that if the case went to the administrative hearing and the division prevailed (which by looking at the case you would expect they would)... RS would then appeal the case to a higher court and continue to appeal until all appeals had been exhausted.

The Division was looking at their own legal expenses to continue the litigation. The Division also was forced to consider that should RS prevail at any point the Division could be required to pay the expenses for the attorneys hired by RS.

Earlier in this article I wrote:

I would urge you to ask for yourself... and be completely honest... Could a company be big enough and powerful enough to exempt itself from the law by simply flexing some muscle?

As it stands today the State of Florida Division of Licensing is standing down against a multi-million dollar company just because they flexed their muscle.

The resolution of this case and the resulting settlement does not hold water. I will agree that it sounded good. Most of the best lies are based on a truth. The settlement of this case is in fact a bold faced lie.

Had the Division arrived to a viable conclusion that RS is not a recovery agency and therefore not require by law to be licensed... there would be no reason to mention the potential cost of litigation.

Had you not read this article you might also have been fooled. Now you are familiar with the situation. What can/will you do?

Certainly this open article is not the venue where this issue should be discussed and decided. This article is not intended as a combative and argumentative piece.

I am not looking to brow beat the Division of Licensing into enforcing the Law as it is written.

Certainly this case should have continued on to be decided by the Administrative Judge and case law should have been published when the case was followed by an appeal. The debate would be over. Licensed Agencies and their clients would have been protected from a class action lawsuit for wrongful repossession and charges of Federal Violations of the FDCPA that will certainly be entertained by some attorney.

If the law is improper it falls to the legislature to act. If the Law is not clear it falls to the courts to interpret.

It is the Division's task to enforce the Law as it is written. I believe the Director of the Division of Licensing is of a mind to do just that.

I would urge Recovery Professionals everywhere to call or write the Director of the Division of Licensing, the Commissioner of Agriculture and Consumer Services, the Attorney General and the Governor of Florida and encourage action.

<http://www.repomanfl.com/action.htm>

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