

The Attorney General of Maine ("Attorney General") has received a complaint regarding marketing practices of Cornerstone Funding which may be subject to an action by the Attorney General in a court of law. In accordance with 5 M.R.S. § 210, Cornerstone Funding without in any way admitting that any of its prior practices were in violation of the Maine Unfair Trade Practices Act (the "UTPA"), 5 M.R.S. § 207, or any other applicable state and federal laws, has consented to observe the following terms, conditions, and agreements in the future conduct of its business from and after the date of the **ASSURANCE OF DISCONTINUANCE**.

BACKGROUND

1. Cornerstone Funding "Cornerstone" arranges for loans of money to businesses. Cornerstone is located at 2082 Business Center Drive, #235, Irvine, CA.
2. The Attorney General commenced this investigation after being contacted by a resident of Maine with concerns about a mailing that she received from Cornerstone which appeared to be a live check

THE ATTORNEY GENERAL'S ALLEGATIONS

3. The Attorney General alleges that the check solicitations used by Cornerstone in Maine may be unfair and deceptive as they appear to be negotiable when in fact they are not.

CORNERSTONE'S POSITION

4. Cornerstone believes that it is and at all times has been in compliance with the requirements of the applicable laws and has fully cooperated with the Attorney General's Office.

AGREEMENT

5. Although the Cornerstone denies that it has engaged in unlawful or otherwise inappropriate business practices, it agrees to this Assurance so this matter may be resolved without resort to litigation.
6. Cornerstone will not solicit business or engage in marketing by sending live checks or documents that appear to be live checks in Maine.

7. Cornerstone will use reasonable commercial efforts to provide Maine residents with an ability to opt out of receiving its solicitations.

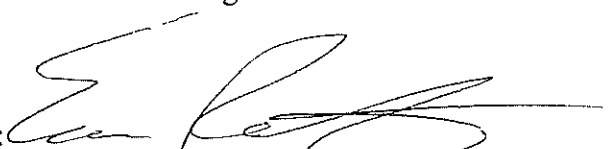
8. In exchange for the promises and agreements of Cornerstone as set forth herein, the Attorney General waives any claims she has, or may have had, against Cornerstone arising from the -marketing of goods and services in Maine including, other than that which is set forth in this **ASSURANCE**.


9. Cornerstone further promises not to represent, directly or indirectly, or in any manner whatsoever, that the Attorney General has sanctioned, condoned or approved, in any manner whatsoever, any part or aspect of its business operation. It is agreed and understood that the contents of the **ASSURANCE** are and shall be public information.

10. It is further agreed and understood that, while the parties to this **ASSURANCE** presently intend to cooperate in securing and obtaining compliance with the terms of the **ASSURANCE**, the matters settled by the filing of this agreement may be reopened at any time by the Attorney General of Maine for further proceedings in the public interest, including such actions as may be necessary to monitor and enforce compliance with this **ASSURANCE**.

Date: 4/20/15

Cornerstone Funding

By: 
Name: Evan Robinowitz


Title: Director of Operations

APPROVED BY:

Date: 4/27/15


LINDA J. CONTI
ASSISTANT ATTORNEY GENERAL