

STATE OF ALASKA
DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT
DIVISION OF BANKING AND SECURITIES

In the matter of:)
Creative Solutions Software Corp.) **ORDER NO: 17-140-C**
d/b/a myPay Solutions) **CONSENT AGREEMENT**
Respondent.)

The Director of the Department of Commerce, Community, and Economic Development, Division of Banking and Securities (“Department”), has conducted an investigation into the business of Creative Solutions Software Corp. d/b/a myPay Solutions (“Respondent”) and has determined that Respondent violated certain provisions of AS 06.55 et seq. (“Alaska Uniform Money Services Act”).

Respondent agrees that the Department has jurisdiction over Respondent and these matters pursuant to the Alaska Uniform Money Services Act.

Respondent wishes to resolve and settle this matter with the Department. As evidenced by the authorized signature on this Agreement, Respondent consents to the entry of this Agreement to assess fees based on the Conclusions of Law and Order. Respondent waives its right to a hearing.

I. FACTS

1. Respondent is a corporation organized under the laws of the State of Delaware, file no. 3282645, and maintains a principal place of business at 6300 Interfirst, Ann Arbor, Michigan, 48108. Corporation Service Company is the registered agent.

2. Respondent provides software services, tax filing services, direct deposit services,

1 payroll services and tax payment services to Alaska business customers.

2 3. Respondent has no physical office in Alaska and operates solely over the internet.

3 4. Respondent had the resources in place to provide or provided payroll services to
4 Alaska customers including tax filing services, direct deposit services and tax payment
5 services. In connection with its direct deposit and tax payment services, funds typically are
6 transferred via the Automated Clearing House (ACH) Network from the customer's bank
7 account to the bank accounts of Respondent; and then from those accounts to the bank
8 accounts specified by the customer, or to the bank accounts of tax authorities.

9 5. Respondent had the resources in place to generate or generated fees each year in
10 Alaska since at least 2014.

11 6. Respondent provided services to and collected fees from Alaska customers since at
12 least 2014.

13 7. Respondent provided a list of Alaska customers for the calendar year 2015 only and
14 estimated total fees collected at \$7,356.

15 8. Respondent voluntarily filed an application for a money transmission license in
16 Alaska on January 29, 2016.

17 9. Respondent has cooperated with the Department in its investigation into this
18 matter.

19 II. CONCLUSIONS OF LAW

20 1. Respondent engaged in "money transmission" in Alaska as that term is defined in AS
21 06.55.990(15) by transferring funds between its customers' bank accounts and the customers'
22 employees or tax authorities, and generating fees each year from Alaska business customers.

23 2. Respondent violated AS 06.55.101(a) by engaging in money transmission in Alaska
24 without a money transmission license.

1 3. Pursuant to AS 06.55.407(b), this Agreement is a public document because the
2 Department determined that the release of information is reasonably necessary for the
3 protection of the public and in the interests of justice.

4 **III. ORDER**

5 Pursuant to AS 06.55.604, Respondent is hereby ORDERED:

6 1. To pay the amount of seven thousand five hundred dollars (\$7,500), plus six hundred
7 dollars (\$600) to reimburse the Department for the costs of its investigation, for a total
8 amount of eight thousand one hundred dollars (\$8,100).

9 2. This Agreement is a publicly disclosable document.

10 **IT IS SO ORDERED.**

11 MIKE NAVARRE, Commissioner
12 Department of Commerce, Community,
and Economic Development

13 December 12, 2017

/s/ Kevin Anselm

14 Date

15 Kevin Anselm, Director
16 Division of Banking and Securities

17
18 **Consent to Entry of Agreement**

19 Jonathan Baron, President, as authorized representative of Creative Solutions
20 Software Corp. d/b/a myPay Solutions (“Respondent”), acknowledges that he has read the
21 foregoing Agreement and that he knows and fully understands the Agreement contents; that
22 Respondent has been represented by counsel in this matter; that Respondent voluntarily and
23 without any force or duress, without admitting or denying violation of the Alaska Uniform
24 Money Services Act, consents to the entry of this Agreement, expressly waiving its right to a

1 hearing in this matter; that Respondent understands that the Department reserves the right to
2 take further actions to enforce this Agreement or to take appropriate action upon discovery of
3 other violations of the Alaska Uniform Money Services Act, and that Respondent will fully
4 comply with the terms and conditions stated herein.

5 Respondent further assures the Department that Respondent and its members,
6 officers, employees and agents will only effect money transmissions in Alaska in full
7 compliance with the terms of this Agreement and the Alaska Uniform Money Services Act.

8 Respondent acknowledges that this Agreement is a publicly disclosable document.

9
10 12/11/2017

11 Date

/s/ Jonathan Baron

Jonathan Baron, President
Creative Solutions Software Corp.
d/b/a myPay Solutions

12
13 SUBSCRIBED AND SWORN TO before me this 11th day of December, 2017 at

14
15 Washtenaw County, Michigan.

16
17 /s/ Frederick Jay Striks

Notary Public in and for Michigan

18
19 Frederick Jay Striks

Notary Printed Name

My commission expires: 12/4/19

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21 Contact Person:
Yvonne Little
22 Investigator
(907) 269-4584
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