Department of Real Estate
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FILED
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DEPARTMENT OF REAL ESTATE
By

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

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To: FIRST FINANCIAL LENDING GROUP LLC, dba The Mortgage Consulting Firm, LLC; THOMAS PFIRRMAN, aka Tom Pfirrman, dba First Financial Lending Group Hollywood, dba First Financial Lending Hollywood, and dba www.1stfinancialhollywood.com; and WADE KIMBALL.	No. H-37415 LA ORDER TO DESIST AND REFRAIN (B&P Code Section 10086)

The Real Estate Commissioner of the State of California ("Commissioner") has caused an investigation to be made of the activities of FIRST FINANCIAL LENDING GROUP LLC, dba The Mortgage Consulting Firm, LLC; THOMAS PFIRRMAN, aka Tom Pfirrman, dba First Financial Lending Group Hollywood, dba First Financial Lending Hollywood, and dba www.1stfinancialhollywood.com; and WADE KIMBALL. Based on that investigation, the Commissioner has determined that FIRST FINANCIAL LENDING GROUP LLC, THOMAS PFIRRMAN and WADE KIMBALL have engaged in, are engaging in, or are attempting to engage in, acts or practices constituting violations of the California Business and Professions Code ("Code"), including acting in the capacity of, advertising and/or assuming to act as real

estate brokers in the State of California within the meaning of Code Sections 10131(d) (advertising, soliciting borrowers for, and offering to perform loan modification services for distressed homeowners) and 10131.2 (collecting advance fees in connection with those services). Based on that investigation, the Commissioner hereby issues the following Findings of Fact, Conclusions of Law, and Desist and Refrain Order under the authority of Section 10086 of the Code.

Whenever acts referred to below are attributed to FIRST FINANCIAL LENDING GROUP LLC and/or THOMAS PFIRRMAN, those acts are alleged to have been done by FIRST FINANCIAL GROUP LLC and/or THOMAS PFIRRMAN, acting by themselves, or by and/or through one or more agents, associates, affiliates and/or co-conspirators, including but not limited to the individuals herein named.

FINDINGS OF FACT

1. FIRST FINANCIAL LENDING GROUP LLC, dba The Mortgage Consulting Firm, LLC ("FIRST FINANCIAL") is a California Limited Liability Company. FIRST FINANCIAL has never been licensed in any capacity by the Department of Real Estate of the State of California ("Department").

2. THOMAS PFIRRMAN, aka Tom Pfirrman, dba First Financial Lending Group Hollywood, dba First Financial Lending Hollywood, and dba www.1stfinancialhollywood.com ("PFIRRMAN") is not now and has never been licensed by the Department as a real estate broker or as a salesperson employed by a broker.

At all times relevant herein, PFIRRMAN was and is the owner and manager of FIRST FINANCIAL.

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3. WADE KIMBALL ("KIMBALL") is not and has never been licensed by the Department as a real estate broker or as a salesperson employed by a broker.

4. All further references to the parties listed in Paragraphs 1 through 3 above, include those parties and entities themselves, as well as the officers, agents and employees of the parties listed in Paragraphs 1 through 3 above.

5. Beginning at a time on or before November 18, 2008, and continuing through on or after September 14, 2009, FIRST FINANCIAL and PFIRRMAN operated a website on the internet at www.1stfinancialhollywood.com, advertising, soliciting and offering loan modification services to consumers in California and collecting advance fees for loan modification services. The loan modification services offered included negotiating with lenders on behalf of borrowers to refinance or modify the terms of mortgage loans.

6. On or about January 22, 2009, Stanley S. ("Borrower SS"), entered into an agreement with FIRST FINANCIAL for loan modification services in connection with his mortgage loan secured by property located at 16867 Ave. 328, Visalia, CA 93292. FIRST FINANCIAL solicited an advance fee of $3,500.00 from Borrower SS. Borrower SS paid the fee in three installments. PFIRRMAN handled Borrower SS's account with FIRST FINANCIAL, and spoke with him regularly on the phone until all the advance fees were paid. Once all advance fees had been paid, all further communication ceased. FIRST FINANCIAL did not provide any assistance to Borrower SS to obtain a loan modification, and refused to refund the advance fees paid.

7. On or about January 12, 2009, Adolf M. ("Borrower AM") entered into an agreement with FIRST FINANCIAL and PFIRRMAN for loan modification services in connection with his mortgage loan secured by property located at 830 Daffodil Way, Oxnard,

CA 93030 and 1620 Shoreline Street, Camarillo, CA 93010. On January 12, 2009, Borrower AM paid an advance fee of $6,000.00. PFIRRMAN emailed Borrower AM a guarantee that if the loan modification was denied for any reason, he would receive a full refund of all advance fees paid. No modification was obtained and FIRST FINANCIAL refused to refund Borrower AM's advance fees paid.

8. In December, 2008, FIRST FINANCIAL solicited Charles C. ("Borrower CC") on the telephone and offered to provide Borrower CC with loan modification services in exchange for payment of an up front advance fee. PFIRRMAN, on behalf of FIRST FINANCIAL, verbally and in several subsequent letters, assured Borrower CC that the fees paid up front would be fully refunded if no loan modification was obtained. In reliance on PFIRRMAN's representations, on January 12, 2009, Borrower CC paid FIRST FINANCIAL $2,000.00 as an advance fee for loan modification services. FIRST FINANCIAL and PFIRRMAN failed to provide any loan modification services and refused to refund Borrower CC's money.

9. On December 11, 2008, PFIRRMAN and FIRST FINANCIAL entered into a "Negotiation and Service Agreement," with Lydia R. ("Borrower LR"), offering to provide her with negotiation services related to mortgage loans secured by real property in exchange for payment of advance fees. Over the course of the next several months, Borrower LR paid $7,750.00 in advance fees to PFIRRMAN and FIRST FINANCIAL for these services. PFIRRMAN represented in writing that the fees paid would be fully refunded if he did not succeed in negotiating better terms on the loans. PFIRRMAN did not obtain loan modifications for Borrower LR on any of the three mortgages she had at that time, and did not return Borrower LR's money to her.

10. On or about November 5, 2008, PFIRRMAN, KIMBALL and FIRST FINANCIAL solicited Alice C. ("Borrower AC") and offered to negotiate the terms of her mortgage loans for a loan modification on her behalf in exchange for payment of up front fees. They sent her a written "Negotiation and Service Agreement," along with other written assurances regarding the refund of the advance fee in the event no favorable modification was obtained. Borrower AC changed her mind and did not proceed.

11. Beginning at a time prior to November 6, 2008, PFIRRMAN and FIRST FINANCIAL solicited Ricardo D. ("Borrower RD") and offered to negotiate with his lenders on his behalf to obtain a modification of the terms of his mortgage loan. Borrower RD paid PFIRRMAN and FIRST FINANCIAL advance fees for services. On December 2, 2008, Borrower RD entered into a written "Negotiation and Service Agreement," with PFIRRMAN and FIRST FINANCIAL. As of October 13, 2009, Borrower RD paid PFIRRMAN and FIRST FINANCIAL a total of $7,000.00 as advance fees for a loan modification. PFIRRMAN and FIRST FINANCIAL never obtained a loan modification for Borrower RD and did not refund the money he paid them.

12. On September 12, 2008, Borrowers Edna and Tommy D. ("Borrowers") entered into a "Negotiation and Service Agreement," with PFIRRMAN and FIRST FINANCIAL whereby FIRST FINANCIAL offered to provide loan modification negotiation services to Borrowers in exchange for payment of up front fees. Borrowers paid FIRST FINANCIAL $5,984.00 in two installments on September 22, 2008 and September 29, 2008. Borrowers continued to communicate with PFIRRMAN, KIMBALL and other agents of FIRST FINANCIAL over the next several months. As of August 28, 2009, Borrowers had not obtained a loan modification. PFIRRMAN, FIRST FINANCIAL and KIMBALL refused to communicate

with them and would not refund the money they paid.

13. On January 15, 2010 and January 16, 2010, PFIRRMAN, FIRST FINANCIAL, and KIMBALL, doing business at the websites http://mortgagecf.com and http://1stfinancialhollywood.com, advertised and solicited borrowers, offering to provide loan modification services in exchange for payment of up front fees. The website falsely represented that PFIRRMAN and his company, 1st Financial Lending Group of Hollywood, were "Attorney Backed," by an attorney named Dale H. Lim. PFIRRMAN, FIRST FINANCIAL and KIMBALL did so without the knowledge, consent or authorization of Dale H. Lim, who at no time represented them or did business with them in any capacity.

CONCLUSIONS OF LAW

The conduct, acts and/or omissions of THOMAS PFIRRMAN, FIRST FINANCIAL LENDING GROUP LLC, and WADE KIMBALL, as set forth in the Findings of Fact above, when not licensed by the Department as real estate brokers or as a salespersons employed by real estate brokers licensed by the Department, was in violation of Code Section 10130.

DESIST AND REFRAIN ORDER

Based on the Findings of Fact and Conclusions of Law stated herein, THOMAS PFIRRMAN, FIRST FINANCIAL LENDING GROUP LLC, and WADE KIMBALL, whether doing business under your own names, or any other names, or fictitious names, ARE HEREBY ORDERED to immediately desist and refrain from:

(i) charging, demanding, claiming, collecting and/or receiving advance fees, as that term is defined in Section 10026 of the Code, in any form, and under any conditions, with respect to the performance of loan modifications or any other form of mortgage loan forbearance

service in connection with loans on residential property containing four or fewer dwelling units; and

(ii) charging, demanding, claiming, collecting and/or receiving advance fees, as that term is defined in Section 10026 of the Code, for any other real estate related services offered by them to others.

DATED: 6/28, 2011

Barbara J. Bigby
Acting Real Estate Commissioner

Notice: Business and Professions Code Section 10139 provides that "Any person acting as a real estate broker or real estate salesperson without a license or who advertises using words indicating that he or she is a real estate broker without being so licensed shall be guilty of a public offense punishable by a fine not exceeding twenty thousand dollars ($20,000), or by imprisonment in the county jail for a term not to exceed six months, or by both fine and imprisonment; or if a corporation, be punished by a fine not exceeding sixty thousand dollars ($60,000)."

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