

On March 18, 2010, no Notice of Defense having been filed herein within the time prescribed by Section 11506 of the Government Code, Respondent's default was entered herein.

2.

Respondent AZURE GROUP INCORPORATED ("AZURE GROUP") is presently licensed and/or has license rights under the Real Estate Law, Part 1 of Division 4 of the California Business and Professions Code, as a real estate corporation. Respondent was first issued a real estate corporation license by the Department of Real Estate ("Department") of the State of California on or about January 6, 2006.

On January 5, 2010, Respondent AZURE GROUP's real estate corporation license expired. Respondent has renewal rights under Business and Professions Code Section 10201. The Department retains jurisdiction pursuant to Business and Professions Code Section 10103.

3.

Respondent NABILE JOHN ANZ is presently licensed and/or has license rights under the Real Estate Law, Part 1 of Division 4 of the California Business and Professions Code, as a real estate broker. Respondent was first issued a real estate broker license by the Department on or about April 12, 1991.

FIRST CAUSE OF ACCUSATION
(Suspended Corporate Status)
(AZURE GROUP)

4.

On February 1, 2008, the Secretary of State of the State of California suspended AZURE GROUP's powers, rights, and privileges pursuant to the provisions of the California Revenue and Taxation Code. The entity's powers, rights, and privileges remain suspended.

5.

The suspension of AZURE GROUP's corporate powers, rights and privileges constitutes cause for the suspension or revocation of all real estate licenses and license rights of AZURE GROUP under the provisions of Regulation 2742(c) of Chapter 6, Title 10, California

Code of Regulations ("Regulations") and Business and Professions Code ("Code") Sections 10177(d), 10177(f) and 10177(g).

SECOND CAUSE OF ACCUSATION

(Failure to Supervise)
(Respondent ANZ)

6.

The conduct, acts and/or omissions set forth above in Paragraphs 4 and 5, in failing to adequately supervise the activities of AZURE GROUP, constitutes grounds to discipline the license and/or license rights of Respondent ANZ pursuant to Code Sections 10159.2, 10177(d), 10177(h), and 10177(g).

THIRD CAUSE OF ACCUSATION

(Use of Unauthorized Fictitious Business Name)
(Respondent ANZ)

7.

Use of a fictitious business name for activities requiring the issuance of a real estate license requires the filing of an application for the use of such name with the Department in accordance with the provisions of Code Section 10159.5.

8.

All further references to "Respondent ANZ" herein include Respondent ANZ and also the officers, directors, employees, agents and real estate licensees employed by or associated with Respondent, who at all times herein mentioned were engaged in the furtherance of the business or operations of Respondent ANZ, and who were acting within the course and scope of their authority and employment.

9.

During a period of time from approximately May of 2008 to the present time, Respondent ANZ, while doing business requiring a real estate license, used unlicensed fictitious business names, including, but not necessarily limited to, Federal Loan Modification, LLP, Federal Loan Modification, LLC, Federal Loan Modifications, Federal Loan Modification, Federal Loan Modification Law Center, LLP, Federal Loan Modification Law Center, and FLM Law Center. Respondent ANZ acted in the capacity of, advertised or assumed to act as a real estate broker in the State of California, within the meaning of Code Sections 10131(d) and 10131.2, for or in expectation of

compensation. Respondent ANZ solicited and represented borrowers in negotiating, refinancing, and obtaining mortgage loans. Respondent ANZ acted without Department authorization in using the aforementioned fictitious business names to engage in activities requiring the issuance of a real estate license in violation of Code Section 10159.5 and Regulation 2731.

10.

The conduct, acts and/or omissions, as set forth in Paragraphs 7 through 9 above, in using unauthorized fictitious business names to conduct activities requiring a real estate license, is in violation of Code Section 10159.5 and Regulation 2731 and constitutes grounds for the discipline of all real estate licenses and/or license rights of Respondent ANZ pursuant to Code Sections 10177(d) and/or 10177(g).

FOURTH CAUSE OF ACCUSATION

(Violation of Order to Desist and Refrain)
(Respondent ANZ)

11.

Since at least May of 2008, Respondent ANZ has been doing business as Federal Loan Modification, LLP, Federal Loan Modification, LLC, Federal Loan Modifications, Federal Loan Modification, Federal Loan Modification Law Center, LLP, Federal Loan Modification Law Center, and FLM Law Center. None of the aforementioned entities has ever been licensed by the Department to conduct activities requiring a real estate license.

12.

On February 10, 2009, pursuant to Code Section 10086, the Department filed an Order to Desist and Refrain against Federal Loan Modification doing business as www.FedMod.com in Department Case No. H-35674 LA. An acknowledgement of service was received by the Department on February 23, 2009.

13.

The Order to Desist and Refrain gave notice to Federal Loan Modification that it was prohibited from engaging in the negotiation and solicitation of borrowers for loan modifications without a real estate broker license pursuant to Code Sections 10131 and 10131.2.

14.

Respondent ANZ' disregard and violation of the Real Estate Commissioner's Order to Desist and Refrain from unlicensed activity, as set forth above, is cause for the discipline of the licenses and license rights of Respondent ANZ pursuant to Code Sections 10177(d) and 10177(g).

FIFTH CAUSE OF ACCUSATION
(Advance Fee Violations)
(Respondent ANZ)

15.

During a period of time from approximately May of 2008 to the present time, Respondent ANZ, doing business as Federal Loan Modification, LLP, Federal Loan Modification, LLC, Federal Loan Modifications, Federal Loan Modification, Federal Loan Modification Law Center, LLP, Federal Loan Modification Law Center, and FLM Law Center, and any other unknown fictitious business name used by Respondent ANZ, acted in the capacity of, advertised or assumed to act as a real estate broker in the State of California, within the meaning of Code Sections 10131(d) and 10131.2, for or in expectation of compensation. Respondent ANZ solicited and represented borrowers in negotiating and modifying terms and obtaining mortgage loans, and collected advance fees within the meaning of Code Sections 10026 and 10131.2, pursuant to written agreements which constituted advance fee agreements within the meaning of Code Section 10085. Respondent ANZ failed to submit these advance fee agreements to the Commissioner before using them.

16.

Respondent ANZ entered into a loan modification agreement with numerous consumers, including, but not limited to, the following:

a. Francisco Arzate and Gloria Arzate transaction

On or about May 12, 2008, ANZ, doing business as Federal Loan Modification Law Center, entered into an agreement with Francisco Arzate and his mother Gloria Arzate to handle the refinance of the Arzate's real property located at 1238 Wingate Place, Pomona, California 91768. The Arzates dealt with Federal Loan Modification Law Center representative Patti Abarca. ANZ failed to perform the services promised.

b. Patricia Peters transaction

On or about October 21, 2008, ANZ, doing business as Federal Loan Modification ("FLM"), entered into a loan

modification agreement with Patricia Peters. Pursuant to the terms of the written fee agreement, Ms. Peters paid an advance fee of \$2,995 and FLM was to submit a loss mitigation package and negotiate the terms of Ms. Peters' residential mortgage loan with her lender regarding real property located at 25035 Peppertree Court, Corona, California 92883. Ms. Peters dealt with FLM representatives Shawn Jaber and Laura Choi. ANZ failed to perform the services promised or to obtain a loan for Ms. Peters on more favorable terms.

c. John Carr transaction

On or about January 12, 2009, ANZ, doing business as FLM Law Center, LLP, entered into a loan modification agreement with John Carr. Pursuant to the terms of the written agreement, Mr. Carr paid an advance fee of \$2,995 and FLM was to negotiate the terms of his first and second mortgage loans on real property located at 610 E. Mansfield, Pontiac, Michigan 48340. Mr. Carr dealt primarily with FLM Law Center, LLP representative Darryl Washington. ANZ failed to perform the services promised or to obtain a loan for Mr. Carr on more favorable terms.

d. Verneen and Arnold Sutherland transaction

On or about January 12, 2009, ANZ, doing business as FLM Law Center, LLP, entered into a loan modification agreement with Verneen and Arnold Sutherland. Pursuant to the terms of the written agreement, the Sutherlands paid an advance fee of \$4,190 and FLM was to negotiate the terms of their first and second mortgage loans on real property located at 15180 N.E. 16th Ave., North Miami Beach, Florida 33162. The Sutherlands dealt primarily with FLM Law Center, LLP representatives Tracey Cozzetto, Leon Mirasol and Juan Sanchez. ANZ failed to perform the services promised or to obtain a loan for the Sutherlands on more favorable terms.

e. Lloyd V. Morris transaction

On or about January 15, 2009, ANZ, doing business as FLM Law Center, LLP, entered into a loan modification agreement with Lloyd V. Morris. Pursuant to the terms of the agreement, Mr. Morris paid an advance fee of \$4,190 and FLM Law Center, LLP was to negotiate the terms of Mr. Morris' first and second mortgages on real property located at 943 Rancho Roble Way, Sacramento, California 95834. Mr. Morris dealt primarily with FLM Law Center, LLP representatives Erin Nevinson and Joshua Reed. ANZ failed to perform the services promised or to obtain a loan for Mr. Morris on more favorable terms.

f. Joaquin Gutierrez transaction

On or about January 28, 2009, ANZ, doing business as FLM Law Center, LLP, entered into a loan modification agreement

with Joaquin Guterrez. Pursuant to the terms of the written agreement, Mr. Gutierrez paid an advance fee of \$3,500 and FLM was to negotiate the terms of his mortgage loan on real property located at 1024 Wernli Court, Arvin, California 93203. Mr. Gutierrez dealt primarily with FLM Law Center, LLP representative Marielle Epstein. ANZ failed to perform the services promised or to obtain a loan for Mr. Gutierrez on more favorable terms.

g. Brian McCammond transaction

On or about February 19, 2009, ANZ, doing business as FLM, also known as Federal Loan Modification Law Center, LLP, entered into a loan modification agreement with Brian McCammond. Pursuant to the terms of the written fee agreement, Mr. McCammond paid an advance fee of \$4,190 and FLM was to negotiate the terms of Mr. McCammond's first and second mortgage loans on his residential property located at 323 N. 3rd Street, Los Banos, California 93635. Mr. McCammond dealt primarily with FLM representative and case evaluator Alan Alexander and Supervisor Arash Kahairi. ANZ failed to perform the services promised or to obtain a loan for Mr. McCammond on more favorable terms.

h. Rosemary De La Rosa transaction

On or about March 11, 2009, ANZ, doing business as FLM, entered into a loan modification agreement with Rosemary De La Rosa. Pursuant to the terms of the written agreement, Ms. De La Rosa paid an advance fee of \$1,000 and FLM was to negotiate the terms of Ms. De La Rosa's mortgage on real property located at 820 Stone Pine Way, Modesto, California 95351. Ms. De La Rosa dealt primarily with FLM representatives Randy Jackson, Megan Eubank, Adam Stern, Michael Trent, and Supervisor Arash Kahairi. ANZ failed to perform the services promised or to obtain a loan for Ms. De La Rosa on more favorable terms.

i. Edna L. Paule and Danilo L. Paule transaction

On or about April 3, 2009, ANZ, doing business as FLM Law Center, LLP, entered into a loan modification agreement with Edna L. Paule and Danilo L. Paule. Pursuant to the terms of the written agreement, the Paules paid an advance fee of \$995 for negotiation of a first mortgage on real property located at 7701 Man O War Street, Las Vegas, Nevada 92618. The Paules dealt primarily with FLM Law Center, LLP representatives Nick M. Martinez, Steffanie Heiden and Sean Ellis. ANZ failed to perform the services promised or to obtain a loan for the Paules on more favorable terms.

j. Edward Lee Roy Burton transaction

On or about May 1, 2009, ANZ, doing business as Federal Loan Modification Law Center ("FLMC"), entered into a

loan modification agreement with Edward Lee Roy Burton. Pursuant to the terms of the written fee agreement, Mr. Burton would pay an advance fee of \$995 and FLMC was to negotiate the terms of Mr. Burton's residential mortgage loan for real property located at 8469 Sierra Madre Street, Rancho Cucamonga, California 91730. Mr. Burton made numerous telephone calls in an attempt to reach ANZ. He never had any of his messages returned. Mr. Burton dealt with FLMC representative and case evaluator Dimitri Lujan. ANZ failed to perform the services promised or to obtain a loan for Mr. Burton on more favorable terms.

17.

Non-exempt from license requirements

Code Section 10133(a) states that the acts described in Code Section 10131 are not acts for which a real estate license is required if performed by: "(3) An attorney at law in rendering legal services to a client."

18.

During all times relevant herein, Respondent ANZ was licensed to practice law in the State of California. However, Respondent ANZ, while doing business as Federal Loan Modification, LLP, Federal Loan Modification, LLC, Federal Loan Modifications, Federal Loan Modification, Federal Loan Modification Law Center, LLP, Federal Loan Modification Law Center, and FLM Law Center, and acting through one or more agents, associates, affiliates, employees, and/or co-conspirators, including, but not limited to, Boaz Minitzer, Patti Abarca, Tracey L. Cozzetto, Leon Mirasol, Juan Sanchez, Shawn Jaber, Laura Choi, Erin Nevinson, Joshua Reed, Alan Alexander, Arash Kahairi, Randy Jackson, Megan Eubank, Adam Stern, Michael Trent, Nick M. Martinez, Steffanie Heiden, Sean Ellis, Dimitri Lujan, Marielle Epstein, and Darryl Washington, solicited and represented borrowers in services specifically limited to loan modifications. Respondent ANZ used an "engagement agreement" as a legal retainer for loan modification services in an attempt to circumvent existing laws that restricted the charging and collection of advance fees from homeowners prior to the completion of loan modification services.

The "engagement agreement" used by Respondent ANZ doing business as FLM aka FLM Law Center, LLP, states that the scope of services is limited to the following:

- "a. Contacting mortgage lenders identified by Client for loan modification purposes on behalf of Client.
- b. Request that the mortgage lenders consider a loan modification or appropriate loan adjustment.
- c. Attempt to obtain the loan modification that is appropriate to Client's situation.

CLIENT UNDERSTANDS THAT THE SERVICES ABOVE ARE THE ONLY LEGAL SERVICES THAT THE CLIENT IS REQUESTING ATTORNEY TO PERFORM ON CLIENT'S BEHALF. CLIENT UNDERSTANDS THAT ATTORNEY IS NOT BEING HIRED TO REPRESENT CLIENT IN ANY COURT PROCEEDING, FILING OF A LAWSUIT, BANKRUPTCY, OR TO PROVIDE ANY TAX ADVICE, AND CLIENT DOES NOT EXPECT ATTORNEY TO REPRESENT CLIENT IN ANY LITIGATION, BANKRUPTCY PROCEEDING, OR TO INTERVENE IN ANY FORECLOSURE PROCEEDING AND STOP ANY FORECLOSURE PROCEEDING IF ONE IS PENDING. IF CLIENT REQUESTS SUCH SERVICES OR SUCH SERVICES ARE RENDERED, THEY ARE TO BE RENDERED ONLY UNDER A SEPARATE ENGAGEMENT AND RETAINER AGREEMENT. IT IS UNDERSTOOD THAT IF LEGAL SERVICES ARE REQUIRED BEYOND THE SCOPE OF THIS AGREEMENT CLIENT UNDERSTANDS THAT HE/SHE WILL SEEK COUNSEL FROM AN ATTORNEY WITHIN THE STATE WHERE THE PROPERTY IS LOCATED FOR STATE SPECIFIC ISSUES."

Furthermore, the recitals of the "Release and Settlement Agreement" used by Respondent ANZ, doing business as Federal Loan Modification, LLC aka FLM, state as follows:

"1. WHEREAS, FLM, has engaged CLIENT in an attempt to perform loan modification services on behalf of client..."

Respondent ANZ never personally met, nor contracted to represent, any of the homeowners mentioned in Paragraph 16 above, for any services other than the refinance or loan modification of their residential mortgage loan for and in expectation of compensation which are activities that fall within the meaning of Code Sections 10131(d) and 10131.2 and would require a real estate broker license. Respondent ANZ provided no legal services to the homeowners that would exempt him from said requirement.

22.

The conduct, acts and/or omissions of Respondent ANZ as set forth in Paragraphs 15 and 16 above, in collecting advance fees from prospective borrowers pursuant to a written fee agreement, which agreement was not submitted to the Department for review prior to use, was in violation of Code Section 10085 and Regulation 2970, and constitutes grounds for the suspension or revocation of the license and license rights of Respondent ANZ pursuant to Code Sections 10177(d) and/or 10177(g).

SIXTH CAUSE OF ACCUSATION
(Unlicensed Activities/Dishonest Dealing)
(Respondent ANZ)

23.

The activities described in Paragraphs 15 and 16, supra, require a real estate license under Code Sections 10131(d) and 10131.2. Respondents violated Code Section 10137 by employing and/or compensating individuals who were not licensed as a real estate salesperson or as a broker to perform activities requiring a license. Among the unlicensed employees or representatives performing activities requiring a real estate license were Boaz Minitzer, Patti Abarca, Leon Mirasol, Juan Sanchez, Shawn Jaber, Laura Choi, Erin Nevinson, Joshua Reed, Alan Alexander, Arash Kahairi, Randy Jackson, Megan Eubank, Adam Stern, Michael Trent, Nick M. Martinez, Sean Ellis, Dimitri Lujan And Darryl Washington.

24.

The conduct, acts and/or omissions of Respondent ANZ, as set forth in Paragraphs 15 through 21 above, in employing or compensating representatives for performing activities requiring a real estate license, is in violation of Code Section 10137 and constitutes grounds for the suspension or revocation of the licenses and license rights of Respondent ANZ, pursuant to Code Sections 10137, 10177(d) and 10177(g).

25.

The conduct, acts and/or omissions of Respondent ANZ as set forth in Paragraphs 15 through 21 above, of making false and/or misleading representations in order to induce borrowers to enter into a loan modification or refinance agreement with

ANZ, and in otherwise engaging in fraudulent and dishonest dealing, constitutes cause for the suspension or revocation of the licenses and license rights of Respondent ANZ pursuant to Code Sections 10176(a), 10176(b), 10176(i), and/or 10177(j).

IN AGGRAVATION

26.

Respondent ANZ was licensed to practice law in the State of California from July 10, 1996 until August 4, 2009. Respondent voluntarily tendered resignation of his license to practice law with disciplinary charges pending in matters filed by the State Bar of California, Case Nos. 09-TE-13660 and 09-Q-14183.

27.

On or about June 23, 2009, the Federal Trade Commission ("FTC") filed a lawsuit in the United States District Court, Central District of California, Case No. SACV09-401 CJC (MLGx) against Respondent ANZ, Federal Loan Modification, LLP, Federal Loan Modification, LLC, Federal Loan Modifications, Federal Loan Modification, FLM Law Center, Anz & Associates, PLC, Venture Legal Support, PLC, LegalTurn, Inc., aka Legal Turn, Inc., Legal Turn, LLC, SBSC Corporation, and MGO Capital. The FTC lawsuit alleges that Respondent ANZ committed several violations of Section 5 of the FTC Act and caused substantial injury to consumers.

28.

On or about September 15, 2009, the Labor Commissioner of the Division of Labor Standards Enforcement for the State of California ("DLSE") filed a lawsuit in the Superior Court of California, County of Orange, Case No. 00302358, against Respondent ANZ, Federal Loan Modification Law Center, LLP, FLM Law Center, Anz & Associates, PLC, Venture Legal Support, PLC, Legal Turn, Inc., Federal Loan Modification, LLC, Federal Loan Modifications, SBSC Corporation, Jeffrey Broughton, and Boaz Minitzer. The DLSE lawsuit alleges that Respondent ANZ committed several violations of the Labor Code resulting in unpaid wages and damages exceeding \$20,000,000.

DETERMINATION OF ISSUES

1.

Cause for disciplinary action against Respondent AZURE GROUP INCORPORATED's real estate license exists on grounds of a violation of Code Section 10137 and Regulation 2742(c), which constitutes cause for discipline pursuant to Sections 10177(d), 10177(f) and/or 10177(g).

2.

Cause for disciplinary action against Respondent NABILE JOHN ANZ's real estate license exists on grounds of a violation of Code Sections 10085, 10137, 10159.2, 10159.5 and Regulations 2731 and 2970, which constitutes cause for discipline pursuant to Code Sections 10176(a), 10176(b), 10176(i), and/or 10176(j), and 10177(d), 10177(h) and/or 10177(g).

3.

The standard of proof applied was clear and convincing proof to a reasonable certainty.

ORDER

The license and license rights of Respondent, AZURE GROUP INCORPORATED and NABILE JOHN ANZ, individually and as designated officer of Azure Group Incorporated, under the provisions of Part I of Division 4 of the Business and Professions Code are revoked.

This Decision shall become effective at 12 o'clock noon on May 11, 2010.

DATED: _____

4/29/2010
JEFF DAVIS
Real Estate Commissioner

1 LISSETE GARCIA SBN# 211552
2 Department of Real Estate
3 320 West 4th Street, Suite 350
4 Los Angeles, California 90013-1105

5 Telephone: (213) 576-6982
6 (Direct) (213) 576-6914

FILED
DEC 16 2009
DEPARTMENT OF REAL ESTATE

By CS

7
8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of) No. H-36385 LA
12 AZURE GROUP INCORPORATED and)
13 NABILE JOHN ANZ, individually) A C C U S A T I O N
14 and as designated officer of)
15 Azure Group Incorporated,)
Respondents.)

16 The Complainant, Robin Trujillo, a Deputy Real Estate
17 Commissioner of the State of California, for cause of Accusation
18 against AZURE GROUP INCORPORATED ("AZURE GROUP") and NABILE JOHN
19 ANZ, also known as Bill Anz and William Anz ("Respondent ANZ"),
20 individually and as designated officer of AZURE GROUP, is
21 informed and alleges as follows:

22 1.

23 The Complainant, Robin Trujillo, a Deputy Real Estate
24 Commissioner of the State of California, makes this Accusation
25 in her official capacity.

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2.

At all times mentioned, Respondent ANZ was licensed and/or has license rights under the Real Estate Law (Part 1 of Division 4 of the Business and Professions Code) ("Code"), individually as a real estate broker, and as the designated broker-officer of Respondent AZURE GROUP. Respondent ANZ was originally licensed by the Department of Real Estate ("Department") as an individual real estate broker on April 12, 1991.

3.

At all times mentioned, Respondent AZURE GROUP was and still is licensed and/or has license rights under the Real Estate Law (Part 1 of Division 4 of the Code) as a corporate real estate broker. Respondent AZURE GROUP was originally licensed by the Department as a corporate real estate broker on or about January 6, 2006. Respondent ANZ is the Chief Executive Officer of AZURE GROUP.

4.

From January 6, 2006 to the present, Respondent ANZ, as the officer designated by AZURE GROUP, pursuant to Code Section 10211, was responsible for the supervision and control of activities conducted on behalf of AZURE GROUP by its officers and employees as necessary to secure full compliance with the Real Estate Law as set forth in Code Section 10159.2.

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1 license and/or license rights of Respondent ANZ pursuant to Code
2 Sections 10159.2, 10177(d), 10177(h), and/or 10177(g).

3 THIRD CAUSE OF ACCUSATION

4 (Use of Unauthorized Fictitious Business Name)
5 (Respondent ANZ)

6 9.

7 There is hereby incorporated in this Third, separate
8 Cause of Accusation, all of the allegations contained in
9 Paragraphs 1 through 8, with the same force and effect as if
10 herein fully set forth.

11 10.

12 Use of a fictitious business name for activities
13 requiring the issuance of a real estate license requires the
14 filing of an application for the use of such name with the
15 Department in accordance with the provisions of Code Section
16 10159.5.

17 11.

18 All further references to "Respondent ANZ" herein
19 include Respondent ANZ and also the officers, directors,
20 employees, agents and real estate licensees employed by or
21 associated with Respondent, who at all times herein mentioned
22 were engaged in the furtherance of the business or operations of
23 Respondent ANZ, and who were acting within the course and scope
24 of their authority and employment.

25 12.

26 During a period of time from approximately May of 2008
27 to the present time, Respondent ANZ, while doing business
requiring a real estate license, used unlicensed fictitious

1 business names, including, but not necessarily limited to,
2 Federal Loan Modification, LLP, Federal Loan Modification, LLC,
3 Federal Loan Modifications, Federal Loan Modification, Federal
4 Loan Modification Law Center, LLP, Federal Loan Modification Law
5 Center, and FLM Law Center. Respondent ANZ acted in the
6 capacity of, advertised or assumed to act as a real estate
7 broker in the State of California, within the meaning of Code
8 Sections 10131(d) and 10131.2, for or in expectation of
9 compensation. Respondent ANZ solicited and represented
10 borrowers in negotiating, refinancing, and obtaining mortgage
11 loans. Respondent ANZ acted without Department authorization in
12 using the aforementioned fictitious business names to engage in
13 activities requiring the issuance of a real estate license in
14 violation of Code Section 10159.5 and Regulation 2731.

15 13.

16 The conduct, acts and/or omissions, as set forth in
17 Paragraphs 10 through 12 above, in using unauthorized fictitious
18 business names to conduct activities requiring a real estate
19 license, is in violation of Code Section 10159.5 and Regulation
20 2731 and constitutes grounds for the discipline of all real
21 estate licenses and/or license rights of Respondent ANZ pursuant
22 to Code Sections 10177(d) and/or 10177(g).

23 FOURTH CAUSE OF ACCUSATION

24 (Violation of Order to Desist and Refrain)
25 (Respondent ANZ)

26 14.

27 There is hereby incorporated in this Fourth, separate
Cause of Accusation, all of the allegations contained in

1 Paragraphs 1 through 13, with the same force and effect as if
2 herein fully set forth.

3 15.

4 Since at least May of 2008, Respondent ANZ has been
5 doing business as Federal Loan Modification, LLP, Federal Loan
6 Modification, LLC, Federal Loan Modifications, Federal Loan
7 Modification, Federal Loan Modification Law Center, LLP, Federal
8 Loan Modification Law Center, and FLM Law Center. None of the
9 aforementioned entities has ever been licensed by the Department
10 to conduct activities requiring a real estate license.

11 16.

12 On February 10, 2009, pursuant to Code Section 10086,
13 the Department filed an Order to Desist and Refrain against
14 Federal Loan Modification doing business as www.FedMod.com in
15 Department Case No. H-35674 LA. An acknowledgement of service
16 was received by the Department on February 23, 2009.

17 17.

18 The Order to Desist and Refrain gave notice to Federal
19 Loan Modification that it was prohibited from engaging in the
20 negotiation and solicitation of borrowers for loan modifications
21 without a real estate broker license pursuant to Code Sections
22 10131 and 10131.2.

23 18.

24 Respondent ANZ' disregard and violation of the Real
25 Estate Commissioner's Order to Desist and Refrain from
26 unlicensed activity, as set forth above, is cause for the
27

1 discipline of the licenses and license rights of Respondent ANZ
2 pursuant to Code Sections 10177(d) and/or 10177(g).

3 FIFTH CAUSE OF ACCUSATION
4 (Advance Fee Violations)
5 (Respondent ANZ)

6 19.

7 There is hereby incorporated in this Fifth, separate
8 Cause of Accusation, all of the allegations contained in
9 Paragraphs 1 through 18, with the same force and effect as if
10 herein fully set forth.

11 20.

12 During a period of time from approximately May of 2008
13 to the present time, Respondent ANZ, doing business as Federal
14 Loan Modification, LLP, Federal Loan Modification, LLC, Federal
15 Loan Modifications, Federal Loan Modification, Federal Loan
16 Modification Law Center, LLP, Federal Loan Modification Law
17 Center, and FLM Law Center, and any other unknown fictitious
18 business name used by Respondent ANZ, acted in the capacity of,
19 advertised or assumed to act as a real estate broker in the
20 State of California, within the meaning of Code Sections
21 10131(d) and 10131.2, for or in expectation of compensation.
22 Respondent ANZ solicited and represented borrowers in
23 negotiating and modifying terms and obtaining mortgage loans,
24 and collected advance fees within the meaning of Code Sections
25 10026 and 10131.2, pursuant to written agreements which
26 constituted advance fee agreements within the meaning of Code
27 Section 10085. Respondent ANZ failed to submit these advance
fee agreements to the Commissioner before using them.

Respondent ANZ entered into a loan modification agreement with numerous consumers, including, but not limited to, the following:

a. Francisco Arzate and Gloria Arzate transaction

On or about May 12, 2008, ANZ, doing business as Federal Loan Modification Law Center, entered into an agreement with Francisco Arzate and his mother Gloria Arzate to handle the refinance of the Arzate's real property located at 1238 Wingate Place, Pomona, California 91768. The Arzates dealt with Federal Loan Modification Law Center representative Patti Abarca. ANZ failed to perform the services promised.

b. Patricia Peters transaction

On or about October 21, 2008, ANZ, doing business as Federal Loan Modification ("FLM"), entered into a loan modification agreement with Patricia Peters. Pursuant to the terms of the written fee agreement, Ms. Peters paid an advance fee of \$2,995 and FLM was to submit a loss mitigation package and negotiate the terms of Ms. Peters' residential mortgage loan with her lender regarding real property located at 25035 Peppertree Court, Corona, California 92883. Ms. Peters dealt with FLM representatives Shawn Jaber and Laura Choi. ANZ failed to perform the services promised or to obtain a loan for Ms. Peters on more favorable terms.

c. John Carr transaction

On or about January 12, 2009, ANZ, doing business as FLM Law Center, LLP, entered into a loan modification agreement

1 with John Carr. Pursuant to the terms of the written agreement,
2 Mr. Carr paid an advance fee of \$2,995 and FLM was to negotiate
3 the terms of his first and second mortgage loans on real
4 property located at 610 E. Mansfield, Pontiac, Michigan 48340.
5 Mr. Carr dealt primarily with FLM Law Center, LLP representative
6 Darryl Washington. ANZ failed to perform the services promised
7 or to obtain a loan for Mr. Carr on more favorable terms.

8 d. Verneen and Arnold Sutherland transaction

9 On or about January 12, 2009, ANZ, doing business as
10 FLM Law Center, LLP, entered into a loan modification agreement
11 with Verneen and Arnold Sutherland. Pursuant to the terms of
12 the written agreement, the Sutherlands paid an advance fee of
13 \$4,190 and FLM was to negotiate the terms of their first and
14 second mortgage loans on real property located at 15180 N.E. 16th
15 Ave., North Miami Beach, Florida 33162. The Sutherlands dealt
16 primarily with FLM Law Center, LLP representatives Tracey
17 Cozzetto, Leon Mirasol and Juan Sanchez. ANZ failed to perform
18 the services promised or to obtain a loan for the Sutherlands on
19 more favorable terms.

20 e. Lloyd V. Morris transaction

21 On or about January 15, 2009, ANZ, doing business as
22 FLM Law Center, LLP, entered into a loan modification agreement
23 with Lloyd V. Morris. Pursuant to the terms of the agreement,
24 Mr. Morris paid an advance fee of \$4,190 and FLM Law Center, LLP
25 was to negotiate the terms of Mr. Morris' first and second
26 mortgages on real property located at 943 Rancho Roble Way,
27 Sacramento, California 95834. Mr. Morris dealt primarily with

1 FLM Law Center, LLP representatives Erin Nevinson and Joshua
2 Reed. ANZ failed to perform the services promised or to obtain
3 a loan for Mr. Morris on more favorable terms.

4 f. Joaquin Gutierrez transaction

5 On or about January 28, 2009, ANZ, doing business as
6 FLM Law Center, LLP, entered into a loan modification agreement
7 with Joaquin Guitierrez. Pursuant to the terms of the written
8 agreement, Mr. Gutierrez paid an advance fee of \$3,500 and FLM
9 was to negotiate the terms of his mortgage loan on real property
10 located at 1024 Wernli Court, Arvin, California 93203. Mr.
11 Gutierrez dealt primarily with FLM Law Center, LLP
12 representative Marielle Epstein. ANZ failed to perform the
13 services promised or to obtain a loan for Mr. Gutierrez on more
14 favorable terms.

15 g. Brian McCammond transaction

16 On or about February 19, 2009, ANZ, doing business as
17 FLM, also known as Federal Loan Modification Law Center, LLP,
18 entered into a loan modification agreement with Brian McCammond.
19 Pursuant to the terms of the written fee agreement, Mr.
20 McCammond paid an advance fee of \$4,190 and FLM was to negotiate
21 the terms of Mr. McCammond's first and second mortgage loans on
22 his residential property located at 323 N. 3rd Street, Los Banos,
23 California 93635. Mr. McCammond dealt primarily with FLM
24 representative and case evaluator Alan Alexander and Supervisor
25 Arash Kahairi. ANZ failed to perform the services promised or
26 to obtain a loan for Mr. McCammond on more favorable terms.

27

1 h. Rosemary De La Rosa transaction

2 On or about March 11, 2009, ANZ, doing business as
3 FLM, entered into a loan modification agreement with Rosemary De
4 La Rosa. Pursuant to the terms of the written agreement, Ms. De
5 La Rosa paid an advance fee of \$1,000 and FLM was to negotiate
6 the terms of Ms. De La Rosa's mortgage on real property located
7 at 820 Stone Pine Way, Modesto, California 95351. Ms. De La
8 Rosa dealt primarily with FLM representatives Randy Jackson,
9 Megan Eubank, Adam Stern, Michael Trent, and Supervisor Arash
10 Kahairi. ANZ failed to perform the services promised or to
11 obtain a loan for Ms. De La Rosa on more favorable terms.

12 i. Edna L. Paule and Danilo L. Paule transaction

13 On or about April 3, 2009, ANZ, doing business as FLM
14 Law Center, LLP, entered into a loan modification agreement with
15 Edna L. Paule and Danilo L. Paule. Pursuant to the terms of the
16 written agreement, the Paules paid an advance fee of \$995 for
17 negotiation of a first mortgage on real property located at 7701
18 Man O War Street, Las Vegas, Nevada 92618. The Paules dealt
19 primarily with FLM Law Center, LLP representatives Nick M.
20 Martinez, Steffanie Heiden and Sean Ellis. ANZ failed to
21 perform the services promised or to obtain a loan for the Paules
22 on more favorable terms.

23 j. Edward Lee Roy Burton transaction

24 On or about May 1, 2009, ANZ, doing business as
25 Federal Loan Modification Law Center ("FLMC"), entered into a
26 loan modification agreement with Edward Lee Roy Burton.
27 Pursuant to the terms of the written fee agreement, Mr. Burton

1 would pay an advance fee of \$995 and FLMC was to negotiate the
2 terms of Mr. Burton's residential mortgage loan for real
3 property located at 8469 Sierra Madre Street, Rancho Cucamonga,
4 California 91730. Mr. Burton made numerous telephone calls in
5 an attempt to reach ANZ. He never had any of his messages
6 returned. Mr. Burton dealt with FLMC representative and case
7 evaluator Dimitri Lujan. ANZ failed to perform the services
8 promised or to obtain a loan for Mr. Burton on more favorable
9 terms.

10 22.

11 Non-exempt from license requirements

12 Code Section 10133(a) states that the acts described
13 in Code Section 10131 are not acts for which a real estate
14 license is required if performed by:

15 "(3) An attorney at law in rendering legal services to
16 a client."

17 23.

18 During all times relevant herein, Respondent ANZ was
19 licensed to practice law in the State of California. However,
20 Respondent ANZ, while doing business as Federal Loan
21 Modification, LLP, Federal Loan Modification, LLC, Federal Loan
22 Modifications, Federal Loan Modification, Federal Loan
23 Modification Law Center, LLP, Federal Loan Modification Law
24 Center, and FLM Law Center, and acting through one or more
25 agents, associates, affiliates, employees, and/or co-
26 conspirators, including, but not limited to, Boaz Minitzer,
27 Patti Abarca, Tracey L. Cozzetto, Leon Mirasol, Juan Sanchez,

1 Shawn Jaber, Laura Choi, Erin Nevinson, Joshua Reed, Alan
2 Alexander, Arash Kahairi, Randy Jackson, Megan Eubank, Adam
3 Stern, Michael Trent, Nick M. Martinez, Steffanie Heiden, Sean
4 Ellis, Dimitri Lujan, Marielle Epstein, and Darryl Washington,
5 solicited and represented borrowers in services specifically
6 limited to loan modifications. Respondent ANZ used an
7 "engagement agreement" as a legal retainer for loan modification
8 services in an attempt to circumvent existing laws that
9 restricted the charging and collection of advance fees from
10 homeowners prior to the completion of loan modification
11 services.

12 24.

13 The "engagement agreement" used by Respondent ANZ
14 doing business as FLM aka FLM Law Center, LLP, states that the
15 scope of services is limited to the following:

- 16 "a. Contacting mortgage lenders identified by Client
17 for loan modification purposes on behalf of Client.
18 b. Request that the mortgage lenders consider a loan
19 modification or appropriate loan adjustment.
20 c. Attempt to obtain the loan modification that is
21 appropriate to Client's situation.

22 **CLIENT UNDERSTANDS THAT THE SERVICES ABOVE ARE THE**
23 **ONLY LEGAL SERVICES THAT THE CLIENT IS REQUESTING ATTORNEY TO**
24 **PERFORM ON CLIENT'S BEHALF. CLIENT UNDERSTANDS THAT ATTORNEY IS**
25 **NOT BEING HIRED TO REPRESENT CLIENT IN ANY COURT PROCEEDING,**
26 **FILING OF A LAWSUIT, BANKRUPTCY, OR TO PROVIDE ANY TAX ADVICE,**
27 **AND CLIENT DOES NOT EXPECT ATTORNEY TO REPRESENT CLIENT IN ANY**

1 LITIGATION, BANKRUPTCY PROCEEDING, OR TO INTERVENE IN ANY
2 FORECLOSURE PROCEEDING AND STOP ANY FORECLOSURE PROCEEDING IF
3 ONE IS PENDING. IF CLIENT REQUESTS SUCH SERVICES OR SUCH
4 SERVICES ARE RENDERED, THEY ARE TO BE RENDERED ONLY UNDER A
5 SEPARATE ENGAGEMENT AND RETAINER AGREEMENT. IT IS UNDERSTOOD
6 THAT IF LEGAL SERVICES ARE REQUIRED BEYOND THE SCOPE OF THIS
7 AGREEMENT CLIENT UNDERSTANDS THAT HE/SHE WILL SEEK COUNSEL FROM
8 AN ATTORNEY WITHIN THE STATE WHERE THE PROPERTY IS LOCATED FOR
9 STATE SPECIFIC ISSUES."

10 25.

11 Furthermore, the recitals of the "Release and
12 Settlement Agreement" used by Respondent ANZ, doing business as
13 Federal Loan Modification, LLC aka FLM, state as follows:

14 "1. WHEREAS, FLM, has engaged CLIENT in an attempt to perform
15 loan modification services on behalf of client..."

16 26.

17 Respondent ANZ never personally met, nor contracted to
18 represent, any of the homeowners mentioned in Paragraph 21
19 above, for any services other than the refinance or loan
20 modification of their residential mortgage loan for and in
21 expectation of compensation which are activities that fall
22 within the meaning of Code Sections 10131(d) and 10131.2 and
23 would require a real estate broker license. Respondent ANZ
24 provided no legal services to the homeowners that would exempt
25 him from said requirement.

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27.

The conduct, acts and/or omissions of Respondent ANZ as set forth in Paragraphs 20 and 21 above, in collecting advance fees from prospective borrowers pursuant to a written fee agreement, which agreement was not submitted to the Department for review prior to use, was in violation of Code Section 10085 and Regulation 2970, and constitutes grounds for the suspension or revocation of the license and license rights of Respondent ANZ pursuant to Code Sections 10177(d) and/or 10177(g).

SIXTH CAUSE OF ACCUSATION
(Unlicensed Activities/Dishonest Dealing)
(Respondent ANZ)

28.

There is hereby incorporated in this Sixth, separate Cause of Accusation, all of the allegations contained in Paragraphs 1 through 27, with the same force and effect as if herein fully set forth.

29.

The activities described in Paragraphs 20 and 21, supra, require a real estate license under Code Sections 10131(d) and 10131.2. Respondents violated Code Section 10137 by employing and/or compensating individuals who were not licensed as a real estate salesperson or as a broker to perform activities requiring a license. Among the unlicensed employees or representatives performing activities requiring a real estate license were Boaz Minitzer, Patti Abarca, Leon Mirasol, Juan

1 Sanchez, Shawn Jaber, Laura Choi, Erin Nevinson, Joshua Reed,
2 Alan Alexander, Arash Kahairi, Randy Jackson, Megan Eubank, Adam
3 Stern, Michael Trent, Nick M. Martinez, Sean Ellis, Dimitri
4 Lujan And Darryl Washington.

5 30.

6 The conduct, acts and/or omissions of Respondent ANZ,
7 as set forth in Paragraphs 20 through 29 above, in employing or
8 compensating representatives for performing activities requiring
9 a real estate license, is in violation of Code Section 10137 and
10 constitutes grounds for the suspension or revocation of the
11 licenses and license rights of Respondent ANZ, pursuant to Code
12 Sections 10137, 10177(d) and/or 10177(g).

13 31.

14 The conduct, acts and/or omissions of Respondent ANZ
15 as set forth in Paragraphs 20 and 21 above, of making false
16 and/or misleading representations in order to induce borrowers
17 to enter into a loan modification or refinance agreement with
18 ANZ, and in otherwise engaging in fraudulent and dishonest
19 dealing, constitutes cause for the suspension or revocation of
20 the licenses and license rights of Respondent ANZ pursuant to
21 Code Sections 10176(a), 10176(b), 10176(i), and/or 10177(j).

22 IN AGGRAVATION

23 32.

24 Respondent ANZ was licensed to practice law in the
25 State of California from July 10, 1996 until August 4, 2009.
26 Respondent voluntarily tendered resignation of his license to
27

1 practice law with disciplinary charges pending in matters filed
2 by the State Bar of California, Case Nos. 09-TE-13660 and
3 09-Q-14183.

4 33.

5 On or about June 23, 2009, the Federal Trade
6 Commission ("FTC") filed a lawsuit in the United States District
7 Court, Central District of California, Case No. SACV09-401 CJC
8 (MLGx) against Respondent ANZ, Federal Loan Modification, LLP,
9 Federal Loan Modification, LLC, Federal Loan Modifications,
10 Federal Loan Modification, FLM Law Center, Anz & Associates,
11 PLC, Venture Legal Support, PLC, LegalTurn, Inc., aka Legal
12 Turn, Inc., Legal Turn, LLC, SBSC Corporation, and MGO Capital.
13 The FTC lawsuit alleges that Respondent ANZ committed several
14 violations of Section 5 of the FTC Act and caused substantial
15 injury to consumers.

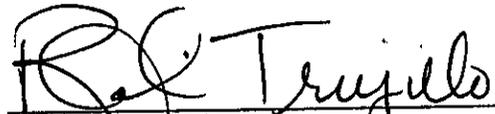
16 34.

17 On or about September 15, 2009, the Labor Commissioner
18 of the Division of Labor Standards Enforcement for the State of
19 California ("DLSE") filed a lawsuit in the Superior Court of
20 California, County of Orange, Case No. 00302358, against
21 Respondent ANZ, Federal Loan Modification Law Center, LLP, FLM
22 Law Center, Anz & Associates, PLC, Venture Legal Support, PLC,
23 Legal Turn, Inc., Federal Loan Modification, LLC, Federal Loan
24 Modifications, SBSC Corporation, Jeffrey Broughton, and Boaz
25 Minitzer. The DLSE lawsuit alleges that Respondent ANZ
26 committed several violations of the Labor Code resulting in
27 unpaid wages and damages exceeding \$20,000,000.

1 WHEREFORE, Complainant prays that a hearing be
2 conducted on the allegations of this Accusation and that upon
3 proof thereof, a decision be rendered imposing disciplinary
4 action against all the licenses and license rights of AZURE
5 GROUP INCORPORATED and NABILE JOHN ANZ, individually and as
6 designated officer of Azure Group Incorporated, under the Real
7 Estate Law (Part 1 of Division 4 of the Business and Professions
8 Code), and for such other and further relief as may be proper
9 under other applicable provisions of law.

10 Dated at Los Angeles, California

11 this 15 day of December, 2009.

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14 
15 Robin Trujillo
16 Deputy Real Estate Commissioner
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24 cc: Nabile John Anz
25 Azure Group Incorporated
26 Robin Trujillo
27 Sacto.