

**FILED**

AUG 24 2016

BUREAU OF REAL ESTATE

By S. Black

1 Bureau of Real Estate  
2 1651 Exposition Blvd  
3 P.O. Box 137007  
4 Sacramento, CA 95813-7007  
5 Telephone: (916) 263-8670

6  
7  
8 BEFORE THE BUREAU OF REAL ESTATE  
9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation of )  
12 STEVE TAPLIN, individually, and doing ) H-5500 SAC  
13 business as AMERICAN LOAN )  
14 RESTRUCTURING and FEDERAL )  
15 LOAN RESTRUCTURING, )  
Respondent. )

16 ORDER DENYING PETITION FOR RELIEF

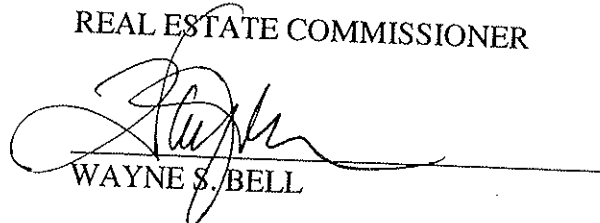
17 On October 27, 2010, an Order to Desist and Refrain was filed against  
18 Respondent. On or about April 26, 2016, Respondent filed a petition for relief from the Desist  
19 and Refrain Order in the form of Petitioner's Informal Hearing Brief. That petition failed to  
20 provide good cause to grant the relief requested by Respondent.

21 THEREFORE, IT IS ORDERED that Respondent's petition for relief is hereby  
denied.

22 This Order shall be effective immediately.

23 DATED: 8/22/2016

24 REAL ESTATE COMMISSIONER

25   
26 WAYNE S. BELL  
27

9414 7266 9904 2035 8210 44

**TO:** STEVE TAPLIN  
10800 E. CACTUS ROAD, SUITE 64  
SCOTTSDALE, AZ 85259-

**SENDER:** JB/sb

**REFERENCE:** H-5500 SAC

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

Certified Article Number

9414 7266 9904 2035 8210 44

SENDERS RECORD

**USPS®**  
**Receipt for**  
**Certified Mail®**

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Do Not Use for International Mail

POSTMARK OR DATE

**DECLARATION OF MAILING**

**State of California  
Bureau of Real Estate**

***In the Matter of the Accusation of:***

STEVE TAPLIN, individually, and doing business as AMERICAN LOAN  
RESTRUCTURING and FEDERAL LOAN RESTRUCTURING

**H-5500 SAC**

***State Of California, County Of Sacramento***

I am a citizen of the United States, over the age of eighteen years, and not a party to the within action; I am employed in the office of the Bureau of Real Estate of the State of California at 1651 Exposition Blvd., Sacramento, CA 95815.

On August 24, 2016, I served the following documents:

**ORDER DENYING PETITION FOR RELIEF**

in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

STEVE TAPLIN  
10800 E. CACTUS ROAD, SUITE 64  
SCOTTSDALE, AZ 85259

**(BY REGULAR MAIL & CERTIFIED MAIL)**

- (By Mail)** I served the above document(s) on behalf of the Bureau of Real Estate by placing for collection and mailing following ordinary business practices, true copies to the addressed as shown above, on this date and at the place shown, in envelope(s) in the ordinary course of business. (As Noted)
- (By Certified Mail)** I served the above document(s) on behalf of the Bureau of Real Estate by placing for collection and mailing following ordinary business practices, true copies to the addressed as shown above, on this date and at the place shown, in envelope(s) in the ordinary course of business. (As Noted).

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 24, 2016, at Sacramento, California.

  
STEPHANIE BLACK

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**BEFORE THE**  
**DEPARTMENT OF REAL ESTATE**  
**STATE OF CALIFORNIA**

6 RE:

Case No.: NO. H-5500 SAC

7 STEVE TAPLIN, individually, doing  
8 business as AMERICAN LOAN  
9 RESTRUCTURING and FEDERAL  
10 LOAN RESTRUCTURING

PETITIONER'S INFORMAL HEARING BRIEF  
(B&P Code Section 10086)

11 Petitioner Steve Taplin, in the above captioned matter, hereby submits

12 1. Federal Loan Restructuring, LLC, an Arizona limited liability company dba American  
13 Loan Restructuring ("FLR"), was in the business of providing home loan modification  
14 assistance.

15 2. Steve Taplin was owner of FLR.

16 3. Bob Richards was an independent Contractor Sales Agent with the company.

17 4. On or about April 13, 2009, FLR signed a retainer agreement with the Masonek Law  
18 Group ("MLG") CA Bar Number: 132433, to provide loan modification services for clients in  
19 California. This retainer agreement and supplement documents are included as Exhibit B.

20 5. Per the Agreement with MLG, FLR was to:

- 21 a. Provide marketing, advertising, and document processing services to MLG.  
22 b. For some files, FLR was to collect initial client data and financial information.  
23 c. All fees were paid directly to MLG.

24 6. FLR did not charge or accept advance fees for home loan restructuring services.

25 7. Under the guidance of the MLG and the retainer agreement between, FLR services were  
performed in full compliance of all California laws at the time.

1 8. On or about October 27, 2010, California Department of Real Estate issued its Desist  
2 and Refrain order against FLR, alleging that Bob Richards had solicited and accepted advanced  
3 fees for FLR's services. A true and correct copy of the Order is attached hereto as Exhibit A.

4 9. FLR shut down operations as of July 1, 2010 and did not receive notice of the Order and  
5 therefore was not given an opportunity to contest the same.

6 10. The existence of the Order was not discovered until 2012. Upon its discovery, attorney  
7 Nino Abate, Esq. contacted the California Department of Real Estate and was told that since the  
8 matter was closed the only recourse was a formal hearing.

9  
10 RESPECTFULLY SUBMITTED this 26th day of April, 2016.

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14 Steve Taplin, Petitioner  
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**Exhibit A**

Desist and Refrain order by California Department of Real Estate

<https://www.dropbox.com/s/m06sm1g74bas6o8/H5500SAC.pdf?dl=0>

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1 **Exhibit B**

2 Professional Services Agreement with the Masonek Law Group and other supplement  
3 documents

4 1. Signed Agreement:

5 <https://www.dropbox.com/s/kdq5udg6ym3mzwm/Signed%20Agreement%20between%20FLR%20and%20Masonek%20law%20firm.pdf?dl=0>

6 2. Process Flow Diagram agreed to by MLG and FLR:

7 <https://www.dropbox.com/s/ow51vvnial8yokb/ALR%20-%20Masonek%20process%20flow%20updated%204-28-09.pptx?dl=0>

8 3. MLG Letterhead provided to FLR:

9 <https://www.dropbox.com/s/s65vi5j5x3crupm/Letterhead.docx?dl=0>

10 4. Client Agreements created by MLG for FLR to use:

11 a) <https://www.dropbox.com/s/kn4eocoy9budn7f/FLR%20GF%201%20Loan.pdf?dl=0>

12 b) <https://www.dropbox.com/s/a3otx9rumrihob/FLR%20GF%202%20Loan.pdf?dl=0>

13 c) <https://www.dropbox.com/s/1de72jktv9u5nn/Special%20Financing%20Arrangement%20Addendum.docx?dl=0>

14 d) <https://www.dropbox.com/s/omo0psb5majz158/LETTER%20OF%20AUTHORIZATION.pdf?dl=0>

15 5. California State Bar information on Jeffrey Martin Masonek

16 <https://www.dropbox.com/s/b8r65nque7nhj67/State%20Bar%20of%20CA%20-%20Jeffrey%20Martin%20Masonek%20%281%29.pdf?dl=0>

**CONFIDENTIAL SERVICES & RETAINER AGREEMENT BETWEEN MASONER  
LAW GROUP & FEDERAL LOAN RESTRUCTURING, LLC**

This Services Agreement, dated March 30, 2009 ("Agreement") is made by and between the Masoner Law Group, ("MLG"), office address 34 Executive Park, Suite 270, Irvine, CA 92614 and Federal Loan Restructuring, LLC, ("FLR"), address at 9375 E. Shea, Suite 100, Scottsdale, AZ 85260.

MLG provides legal services in California related to loan modifications. FLR is a national loan modification company headquartered in Scottsdale, Arizona.

The parties understand and agree to the following:

1. Duties of FLR:

- a. **Delegation:** During the term of this agreement, FLR shall provide marketing, advertising and document processing services to MLG.
- b. **Services:** Services shall include marketing, packaging of promotional materials, preparing commercials, setting up seminars, radio ads, and collecting and processing documents.
- c. **Voice/Video Recordings:** All voice/video recordings specific to California will be mutually approved by MLG and FLR. Furthermore, voice or video recordings recorded by MLG will not be sampled, modified, edited, or enhanced without approval from MLG.
- d. **Advertising:** Advertising materials specific to California will be submitted and approved by MLG prior to publication. Any use of the name, logo, likeness, voice, or representation of MLG without prior written approval from MLG will constitute a material breach of this agreement.
- e. For some files, FLR will collect the initial client data and financial information.
- f. FLR agrees to turn over to MLG all original and copies of data, information, and documents it receives from clients. The purpose of this is to protect the client's confidentiality and financial security from potential identity theft.



- g. FLR agrees to make no guarantees or promises, express or otherwise, regarding any legal service that MLG offers, including, but not limited to, loan modifications, litigation, or other legal services.
- h. FLR will work closely with MLG on all client files. MLG shall provide bi-weekly status reports including all relevant and non-privileged information.
- i. Client files are the property of MLG.

2. Duties of MLG:

- a. MLG will provide general legal services to clients referred by FLR and assist FLR in carrying out its duties under this agreement.

3. Fees, Compensation and Refunds:

a. Fees Current Six Deals Formerly With Law Office of Teresa Straley

- (1) MLG shall provide general legal services to clients at a flat-rate fee under the same fee structure as Straley agreement.

- 1. MLG shall pay FLR two thousand one hundred ninety-nine dollars (\$2199.00). When the funds are good, MLG will pay a non-refundable six hundred ninety-nine dollars (\$699.00) to FLR.
- 2. MLG shall hold all funds not disbursed to FLR in attorney trust account until loan modification is completed. Upon completion of loan modification, funds held in the attorney trust account will be disbursed immediately.

b. Fees Post Current Six Deals: MLG shall provide general legal services to clients at a flat-fee.

- (1) Loan Modifications for One Loan: The flat-fee for modification of one loan is two thousand nine hundred and ninety-nine dollars (\$2,999.00).

- 1. Upon receipt of a signed retainer and good funds, MLG shall pay FLR a non-refundable processing fee of four hundred ninety-nine dollar (\$499.50).
- 2. In addition to the processing fee, MLG will pay FLR for the services noted above as follows:

- a. For loan modifications with a single loan, one thousand seven hundred dollars (\$1700.00).
    3. If a loan modification is not successfully negotiated with the client's lenders, all remaining fees will be refunded to the client.
  - (2) Loan Modifications for Two loans defined as a first and second on one property: The flat-fee for modification of two loans will be three thousand four hundred ninety-nine dollars (\$3499.00).
    1. Upon receipt of a signed retainer and good funds, MLG will pay FLR a non-refundable processing fee of five hundred ninety-nine dollar (\$599.50). The remaining one thousand nine hundred fifty dollars (\$1950.00) will be paid to FLR upon the successful completion of a loan modification.
    2. If a loan modification is not successfully negotiated with the client's lenders, all remaining fees will be refunded to the client.
4. Termination of the Agreement:
- a. In the event of malfeasance, or a material breach of the contract, both parties reserve the right to immediately terminate the contract.
  - b. MLG may, at its sole discretion, decline to provide legal services to potential clients generated by FLR's advertising and marketing services.
  - c. In the event MLG or FLR desire to cancel this agreement, each party shall give thirty (30) day written notice.
5. Confidentiality:
- a. Client's Information: FLR and MLG understand the high degree of confidentiality and security required to protect and maintain the client's personal, private, and financial information and will make every effort to keep the information secure.
  - b. Proprietary Information: FLR and MLG understand that they will possess proprietary information that is important to each business. For purposes of this agreement, proprietary information is information that is disclosed to MLG and FLR, which has commercial value to MLG's practice or FLR's business. Proprietary information includes, but is not limited to, information, intellectual property (and all tangible items in any form incorporating, embodying, or containing information and intellectual property) relating to all client lists or other

compilations containing client information, software, FLR's business structure, MLG's practice structure, fee structure, marketing, commercials and company processes.

- c. All original client information will be received, filed and stored by MLG.
- d. During the course of this agreement, FLR and MLG will disclose certain information to each other. Such disclosure by MLG shall be limited to business or operational information related to the agreement and shall not disclose privileged or confidential client information, or attorney work product.

6. Compliance:

- a. MLG and FLR warrant and represent to one another that each will comply with all laws and regulations concerning its operations.

7. Governing Law:


- a. Any dispute in the meaning, effect or validity of this agreement shall be resolved in accordance with the laws of the State of California without regard to the conflict of law provisions thereof. This agreement is deemed entered into and to be performed in the County of Orange in the State of California. The only venue in which any claim arising out of this agreement may be brought shall be in the County of Orange in the State of California.
- b. Arbitration of Disputes: All disputes arising out of this agreement, including, but not limited to, the interpretation of the agreement, shall be resolved, first, through mediation, and if not fully settled shall be resolved through binding arbitration pursuant to the rules applicable to real estate disputes before the American Arbitration Association or as otherwise agreed in writing between the parties. The prevailing party shall be awarded its costs of arbitration, arbitrator fees and /or attorney fees incurred in mediation and arbitration. The failure or refusal to participate in mediation shall prohibit that party from the recovery of arbitration costs, arbitrator costs and attorney fees should that party be the prevailing party in any arbitration relating to disputes between MLG and FLR.

8. Notices: All notices required or given under this agreement shall be addressed to the parties at the addresses set forth on the signature page of this agreement and shall be deemed given upon receipt (or if not sooner) three business days after the deposit in the U.S. Mail when delivered by registered mail, postage pre-paid, return receipt requested; by facsimile (with a confirmation copy sent by registered mail); or by commercial overnight delivery service with tracking capabilities.

9. This agreement has been duly authorized and executed by MLG and FLR and upon execution shall be valid, legal, and a binding obligation of and enforceable in accordance with its terms, subject only to applicable bankruptcy, reorganization insolvency, moratorium or other similar laws affecting creditor rights generally.

IN WITNESS WHEREOF, MLG and FLR have executed this agreement as of the date first written above:

Federal Loan Restructuring, LLC: \_\_\_\_\_ DATE: \_\_\_\_\_

By:  \_\_\_\_\_ DATE: \_\_\_\_\_

Name: STEVE TAPUN DATE: 4-13-09  
Founder & Chief Executive Officer

Masonek Law Group

By:  \_\_\_\_\_ DATE: 4/13/09  
Attorney At Law  
Jeffrey M. Masonek

# ATTORNEY-CLIENT AGREEMENT WITH THE MASONER LAW GROUP

34 Executive Park, Ste 270  
Irvine, California 92614  
PH: 949-797-6280, FAX: 949-797-6290

This is the written fee agreement ("Agreement") that California law requires attorneys to have with their clients. MASONER LAW GROUP ("Attorney") will provide legal services to: Federal Loan Restructuring ("Client") on the terms set forth below.

Client address: 9375 E. SHEA SUITE 100  
SCOTTSDALE AZ 85260

Client's phone numbers: 602-740-9866

Client's fax: 602-926-2413 email: STEVE@FEDERALLOANRESTRUCTURING.COM

Client Social Security # \_\_\_\_\_ Driver's license # \_\_\_\_\_ Birth date: \_\_\_\_\_

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement and pays the initial deposit called for under Paragraph 4.

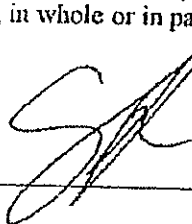
2. **SCOPE OF SERVICES :** General legal services not covered by Service Agreement dated April 2, 2009.

(Initial) SJ **THIS IS A NON-LITIGATION FIXED FEE NON-REFUNDABLE AGREEMENT**  
This Agreement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or government agency hearings. Separate arrangements must be agreed to for those services. Services in any matter not described above will require a separate Agreement.

3. **ATTORNEY'S DUTIES.** Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

4. **CLIENT'S DUTIES.** Client agrees to be truthful with Attorney, to cooperate, to keep Attorney informed of any information or developments which may come to Client's attention, to abide by this agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address, telephone number and whereabouts. Client will assist Attorney in providing information and documents necessary for the representation in the described matter. Client hereby agrees to defend and hold harmless Masoner Law Group from and against any liability of any nature whatsoever arising out of or in connection with client breach, in whole or in part, of the representations and warranties herein contained.

Client signature



4-13-09

dated

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5. ATTORNEY FEES. Work done by Attorney's will be billed at an hourly rate of \$350.00. Work done by paralegals will be billed at an hourly rate of \$150.00.

6. ATTORNEY SHALL NOT PROVIDE ANY TYPE OF TAX ADVICE TO CLIENT. Attorney advises Client to seek tax advice on this or any other case that Client uses Attorney's services for.

7. COSTS AND EXPENSES. In addition to the Attorney's fee, Attorney will incur various costs and expenses in performing legal services under this Agreement. As stated above, said fixed fees are inclusive of all such costs.

8. AWARDS OF ATTORNEY FEES AND/OR COSTS FOR CLIENT. If an award of attorney fees and/or costs is sought on Client's behalf in this action, Client understands that the amount which the court may order as fees and/or costs is the amount the court believes the party is entitled to recover; and does not determine what fees and/or costs Attorney is entitled to charge its clients or that only the fees and/or costs which were allowed were reasonable. Client agrees that, whether or not attorney's fees or costs are awarded by the court in Client's case, Client will remain responsible for the payment, in full, of all attorney's fees and costs in accordance with this Agreement.

9. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file and property in Attorney's possession, whether or not Client has paid for all services.

10. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this agreement and nothing in Attorney's statements to Client will be construed as a promise, representation, or guarantee about the outcome of the matter. Client acknowledges that Attorney makes no promises representations, or guarantees as to entering this contract. Attorney's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given. Client acknowledges that Attorney is not a specialist.

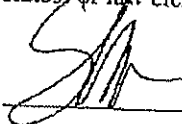
11. ENTIRE AGREEMENT. This Agreement contains the entire Agreement of the parties. No other agreement, statement, or promise that is oral or written which is made on or before the effective date of this Agreement will be binding on the parties. This agreement shall only be modified in a writing signed by both parties.

12. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

13. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

14. ASSOCIATION OF OTHER ATTORNEY'S. It is agreed that Attorney may associate with another attorney(s) of MASONER LAW GROUP choice (i.e., any Of Counsel, associate attorney, or contract attorney) who will assist Attorney regarding the representation of Client. His/her compensation, however, will not increase the fee due from Client should Attorney obtain a recovery on behalf of Client. Client agrees to allow Attorney's legal personnel (i.e., Attorney, Of Counsels, associates or law clerks, and paralegals) work on Clients case and represent Client. Client

Client signature



4-13-09

dated

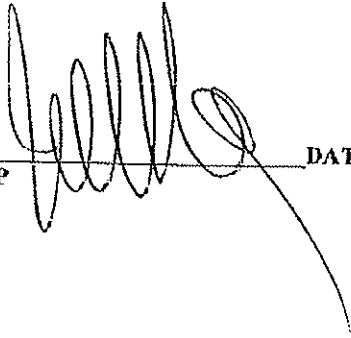
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understands Client is retaining the MASONER LAW GROUP. Client agrees that Client is retaining the Firm and its legal personnel and that the Firm's personnel will work on Client's case.

15. **DISCLOSURE OF REFERRAL FEE TO ANOTHER ATTORNEY:** It is disclosed to Client that if Attorney is to pay a percentage referral fee to an Attorney, the referral fee shall be taken out of Attorney's fees earned and shall not increase the Client's fee due to Attorney.

16. The parties have read, agreed to, and understood, and accepted the foregoing terms as of the date Attorney first provided services. If more than one Client signs below, each agrees to be liable jointly and severally for all obligations under this agreement. The Client shall receive a fully executed duplicate of this agreement.

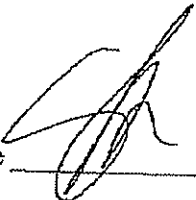
JEFF MASONER, ESQ.  
MASONER LAW GROUP



DATED:

4/13/09

Client signature



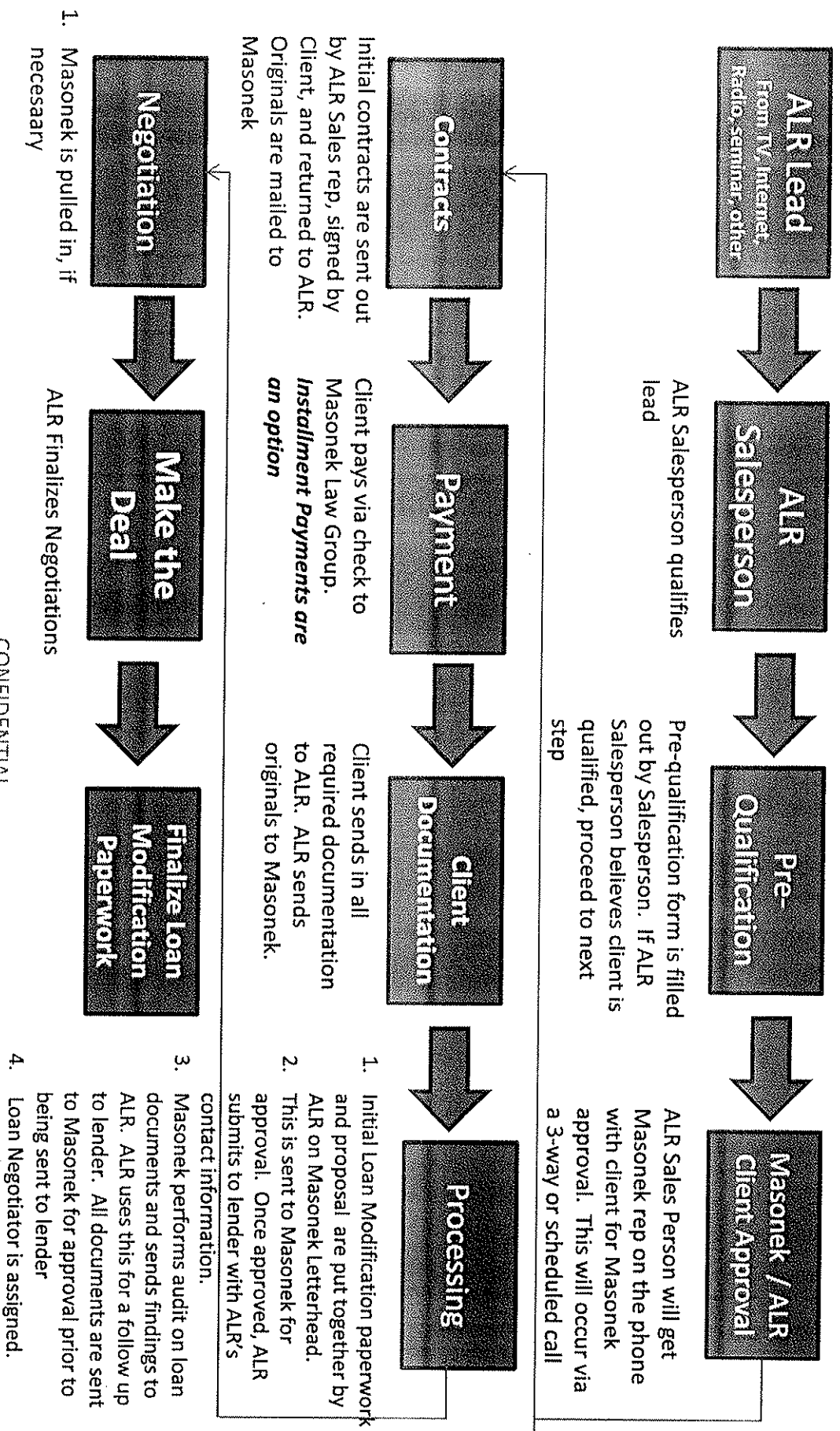
4-13-09

dated

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# ALR / Masonek

## High Level Process Flow



CONFIDENTIAL



# ALR / Masonek – Operating Procedures

1. ALR and Masonek will do weekly status calls on Tuesdays at 10:30am PST to review all client files and processes.
2. ALR will use Masonek law firm letterhead for all communications with lender and we will have Teresa or Jeff sign all of the letters and use the Masonek general line number for now.
  - Masonek will research getting ALR a dedicated phone number that can be forwarded to our processor, Chalyce McQueen.
3. ALR will not send any items to the lender without prior approval from Masonek.
4. ALR will lead all processing with Lender and will bring in Masonek as necessary.
5. Masonek will lead all negotiations with lender once negotiator is assigned, if necessary.
6. We will use Captaloans to communicate to each other.
  - Masonek needs to get us password / logon information to ALR
7. ALR will represent itself to the lenders as from Masonek Law Group.
  - Masonek will assign Masonek email addresses for Chalyce McQueen, John Jennings, and Steve Taplin
8. Masonek will send to ALR the 2 customer packages: 1) Retainer Agreement with LOA and Installment Payment options and 2) Welcome package with checklists, financial forms, etc.

# MASONEK LAW GROUP

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# ATTORNEY-CLIENT AGREEMENT WITH THE MASON EK LAW GROUP

34 Executive Park, Ste 270  
Irvine, California 92614  
PH: 949-797-6280, FAX: 949-797-6290

This is the written fee agreement ("Agreement") that California law requires attorneys to have with their clients. MASON EK LAW GROUP ("Attorney") will provide legal services to: ("Client") on the terms set forth below.

Client address: \_\_\_\_\_

Client's phone numbers: \_\_\_\_\_

Client's fax: \_\_\_\_\_

email: \_\_\_\_\_

Client Social Security # \_\_\_\_\_

Driver's license # \_\_\_\_\_

Birth date: \_\_\_\_\_

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement and pays the initial deposit called for under Paragraph 4.

2. **SCOPE OF SERVICES :** Attorney will provide non-litigation Loan Modification services for client's residential property commonly described as \_\_\_\_\_.

(Initial) \_\_\_\_\_ **THIS IS A NON-LITIGATION FIXED FEE AGREEMENT**

This Agreement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or government agency hearings. Separate arrangements must be agreed to for those services. Services in any matter not described above will require a separate Agreement.

3. **ATTORNEY'S DUTIES.** Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

4. **CLIENT'S DUTIES.** Client agrees to be truthful with Attorney, to cooperate, to keep Attorney informed of any information or developments which may come to Client's attention, to abide by this agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address, telephone number and whereabouts. Client will assist Attorney in providing information and documents necessary for the representation in the described matter. Client hereby agrees to defend and hold harmless Mason ek Law Group from and against any liability of any nature whatsoever arising out of or in connection with client breach, in whole or in part, of the representations and warranties herein contained.

Client signature \_\_\_\_\_ dated \_\_\_\_\_

5. **ATTORNEY SHALL NOT PROVIDE ANY TYPE OF TAX ADVICE TO CLIENT.** Attorney advises Client to seek tax advice on this or any other case that Client uses Attorney's services for.

6. **ATTORNEY FEES: THIS IS A FIXED FEE RETAINER**

In the event a loan modification is not accomplished, attorney shall refund all but an eight hundred dollar (\$800.00) processing fee.

7. **ATTORNEY FEES: FIXED FEE STRUCTURE**

The fee paid to the Attorney is earned when a loan modification is accomplished regardless of whether the Client signs the loan modification agreement with the lender(s).

Masonek Law Group defines an accomplished loan modification as when loan modification terms are negotiated and confirmed with the lender and then presented to the Client.

Fixed Fee Structure for Two Loans for One Property for a Loan Modification shall be:

Two loans for one property: CLIENT shall pay a total fee of three thousand four hundred ninety-nine dollars (\$3499.00) of which includes a NON-REFUNDABLE PROCESSING FEE of eight hundred dollars (\$800.00). The remainder of the Client funds will be held in the Attorney trust account.

8. **COSTS AND EXPENSES.** In addition to the Attorney's fee, Attorney will incur various costs and expenses in performing legal services under this Agreement. As stated above, said fixed fees are inclusive of all such costs.

9. **AWARDS OF ATTORNEY FEES AND/OR COSTS FOR CLIENT.** If an award of attorney fees and/or costs is sought on Client's behalf in this action, Client understands that the amount which the court may order as fees and/or costs is the amount the court believes the party is entitled to recover; and does not determine what fees and/or costs Attorney is entitled to charge its clients or that only the fees and/or costs which were allowed were reasonable. Client agrees that, whether or not attorney's fees or costs are awarded by the court in Client's case, Client will remain responsible for the payment, in full, of all attorney's fees and costs in accordance with this Agreement.

10. **DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file and property in Attorney's possession, whether or not Client has paid for all services. .

11. **DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this agreement and nothing in Attorney's statements to Client will be construed as a promise, representation, or guarantee about the outcome of the matter. Client acknowledges that Attorney makes no promises representations, or guarantees as to entering this contract. Attorney's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given. Client acknowledges that Attorney is not a specialist.

12. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement of the parties. No other agreement, statement, or promise that is oral or written which is made on or before the effective date of this Agreement will be binding on the parties. This agreement shall only be modified in a writing signed by both parties.

Client signature \_\_\_\_\_ dated

13. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

14. **EFFECTIVE DATE.** This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

15. **ASSOCIATION OF OTHER ATTORNEY'S.** It is agreed that Attorney may associate with another attorney(s) of MASON EK LAW GROUP choice (i.e., any Of Counsel, associate attorney, or contract attorney) who will assist Attorney regarding the representation of Client. His/her compensation, however, will not increase the fee due from Client should Attorney obtain a recovery on behalf of Client. Client agrees to allow Attorney's legal personnel (i.e., Attorney, Of Counsels, associates, or law clerks, and paralegals) work on Clients case and represent Client. Client understands Client is retaining the MASON EK LAW GROUP. Client agrees that Client is retaining the Firm and its legal personnel and that the Firm's personnel will work on Clients case.

16. **DISCLOSURE OF REFERRAL FEE TO ANOTHER ATTORNEY;** It is disclosed to Client that if Attorney is to pay a percentage referral fee to an Attorney, the referral fee shall be taken out of Attorney's fees earned and shall not increase the Client's fee due to Attorney.

17. The parties have read, agreed to, and understood, and accepted the foregoing terms as of the date Attorney first provided services. If more than one Client signs below, each agrees to be liable jointly and severally for all obligations under this agreement. The Client shall receive a fully executed duplicate of this agreement.

**JEFF MASONEK, ESQ.** \_\_\_\_\_ **DATED:** \_\_\_\_\_  
**MASONEK LAW GROUP**

Client signature \_\_\_\_\_ dated

# ATTORNEY-CLIENT AGREEMENT WITH THE MASON EK LAW GROUP

34 Executive Park, Ste 270  
Irvine, California 92614  
PH: 949-797-6280, FAX: 949-797-6290

This is the written fee agreement ("Agreement") that California law requires attorneys to have with their clients. MASON EK LAW GROUP ("Attorney") will provide legal services to: \_\_\_\_\_ ("Client") on the terms set forth below.

Client address: \_\_\_\_\_

Client's phone numbers: \_\_\_\_\_

Client's fax: \_\_\_\_\_

email: \_\_\_\_\_

Client Social Security # \_\_\_\_\_

Driver's license # \_\_\_\_\_

Birth date: \_\_\_\_\_

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement and pays the initial deposit called for under Paragraph 4.

2. **SCOPE OF SERVICES:** Attorney will provide non-litigation Loan Modification services for client's residential property commonly described as \_\_\_\_\_.

(Initial) \_\_\_\_\_ **THIS IS A NON-LITIGATION FIXED FEE AGREEMENT**

This Agreement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or government agency hearings. Separate arrangements must be agreed to for those services. Services in any matter not described above will require a separate Agreement.

3. **ATTORNEY'S DUTIES.** Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

4. **CLIENT'S DUTIES.** Client agrees to be truthful with Attorney, to cooperate, to keep Attorney informed of any information or developments which may come to Client's attention, to abide by this agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address, telephone number and whereabouts. Client will assist Attorney in providing information and documents necessary for the representation in the described matter. Client hereby agrees to defend and hold harmless Mason Ek Law Group from and against any liability of any nature whatsoever arising out of or in connection with client breach, in whole or in part, of the representations and warranties herein contained.

Client signature \_\_\_\_\_ dated \_\_\_\_\_

5. **ATTORNEY SHALL NOT PROVIDE ANY TYPE OF TAX ADVICE TO CLIENT.** Attorney advises Client to seek tax advice on this or any other case that Client uses Attorney's services for.

6. **ATTORNEY FEES: THIS IS A FIXED FEE RETAINER**

In the event a loan modification is not accomplished, attorney shall refund all but a seven hundred dollar (\$700.00) processing fee.

7. **ATTORNEY FEES: FIXED FEE STRUCTURE**

The fee paid to the Attorney is earned when a loan modification is accomplished regardless of whether the Client signs the loan modification agreement with the lender(s).

Masonek Law Group defines an accomplished loan modification as when loan modification terms are negotiated and confirmed with the lender and then presented to the Client.

Fixed Fee Structure for a Single Loan for One Property for a Loan Modification shall be:

Single loan for one property: CLIENT shall pay a total fee of two thousand two hundred ninety-nine dollars (\$2,999.00) of which includes a NON-REFUNDABLE PROCESSING FEE of seven hundred dollars (\$700.00). The remainder of the Client funds will be held in the Attorney trust account.

8. **COSTS AND EXPENSES.** In addition to the Attorney's fee, Attorney will incur various costs and expenses in performing legal services under this Agreement. As stated above, said fixed fees are inclusive of all such costs.

9. **AWARDS OF ATTORNEY FEES AND/OR COSTS FOR CLIENT.** If an award of attorney fees and/or costs is sought on Client's behalf in this action, Client understands that the amount which the court may order as fees and/or costs is the amount the court believes the party is entitled to recover; and does not determine what fees and/or costs Attorney is entitled to charge its clients or that only the fees and/or costs which were allowed were reasonable. Client agrees that, whether or not attorney's fees or costs are awarded by the court in Client's case, Client will remain responsible for the payment, in full, of all attorney's fees and costs in accordance with this Agreement.

10. **DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file and property in Attorney's possession, whether or not Client has paid for all services. .

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Client signature \_\_\_\_\_ dated

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17. The parties have read, agreed to, and understood, and accepted the foregoing terms as of the date Attorney first provided services. If more than one Client signs below, each agrees to be liable jointly and severally for all obligations under this agreement. The Client shall receive a fully executed duplicate of this agreement.

**JEFF MASON EK, ESQ.** \_\_\_\_\_ **DATED:** \_\_\_\_\_  
**MASON EK LAW GROUP**

Client signature \_\_\_\_\_ dated



## Special Financing Arrangement Addendum with Masonek Law Group

Masonek Law Group ("Attorney") has agreed to enter into a Special Financing Arrangement with \_\_\_\_\_ ("Client"), \_\_\_\_\_ ("Co-Client").

The terms of this Special Financing Arrangement is as follows:

1. In lieu of the full payment of Attorney's services up front, the Client agrees to the following:
  - a. Payment of \$1,500 up front.
  - b. A \$1,000 payment is due no later than 30 days after the date of the contract
  - c. An additional \$1,000 payment is due no later than 60 days after the date of the contract
  
2. If the Client does not meet the payment schedule as described in section 1) above, or is late with any payments:
  - a. All work will stop until payment is received and the any monies already paid will become non-refundable.
    - i. Client understands that if payment is not made and the work stops waiting for payment it may have a significant effect on the likelihood of a successful loan modification / short sale for the Client and Client agrees to release Attorney from any and all liability, damages, and responsibility for this.
  - b. All monies will become non-refundable; even if Attorney is not able to successful perform a loan modification/short sale, for the client.
  
3. Attorney will use its same efforts as it would with any other customer to successfully complete a loan modification/short sale for Client.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Jeff Masonek, Esq Signature

\_\_\_\_\_  
Date

# AUTHORIZATION TO REPRESENT

Date: \_\_\_\_\_

Lender: \_\_\_\_\_

Re: Loan Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Social Security # \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_

Social Security # \_\_\_\_/\_\_\_\_/\_\_\_\_

Subject Property:

\_\_\_\_\_

Dear Sir or Madam;

I/We have authorized:

Masonek Law Group  
34 Executive Park, Suite 270  
Irvine, CA 92614

PHONES: 949-797-6280  
FAX: 949-797-6290

To represent me/us in all matters regarding the above referenced loan(s).  
Borrower(s) name(s) and address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Borrowers' Signature Date

\_\_\_\_\_/\_\_\_\_\_  
Borrowers' Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Monday, February 11, 2013



## ATTORNEY SEARCH

Jeffrey Martin Masonek - #132433

Current Status: Active

This member is active and may practice law in California.

See below for more details.

### Profile Information

The following information is from the official records of The State Bar of California.

<b>Bar Number:</b>	132433	<b>Phone Number:</b>	(949) 333-7720
<b>Address:</b>	Masonek Law Group 18831 Von Karman Ave Suite 100 Irvine, CA 92612 <a href="#">Map it</a>	<b>Fax Number:</b>	Not Available
<b>County:</b>	Orange	<b>e-mail:</b>	Not Available
<b>District:</b>	District 4	<b>Undergraduate School:</b>	San Francisco State Univ; San Francisco CA
<b>Sections:</b>	None	<b>Law School:</b>	Golden Gate Univ SOL; San Francisco CA

### Status History

Effective Date	Status Change
Present	Active
12/11/1987	Admitted to The State Bar of California

Explanation of member status

### Actions Affecting Eligibility to Practice Law

#### Disciplinary and Related Actions

Overview of the attorney discipline system.

This member has no public record of discipline.

#### Administrative Actions

This member has no public record of administrative actions.

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