

1 Department of Real Estate
2 320 West Fourth St. #350
3 Los Angeles, CA 90013

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FILED
JUL 29 2011
DEPARTMENT OF REAL ESTATE

By CR

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8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * * *

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

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

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

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

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13 FINDINGS OF FACT

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

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

22 At all times relevant herein, PFIRMAN was and is the owner and manager of FIRST
23 FINANCIAL.
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1 3. WADE KIMBALL ("KIMBALL") is not and has never been licensed by the
2 Department as a real estate broker or as a salesperson employed by a broker.

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

6 5. Beginning at a time on or before November 18, 2008, and continuing through
7 on or after September 14, 2009, FIRST FINANCIAL and PFIRMAN operated a website on the
8 internet at www.1stfinancialhollywood.com, advertising, soliciting and offering loan
9 modification services to consumers in California and collecting advance fees for loan
10 modification services. The loan modification services offered included negotiating with lenders
11 on behalf of borrowers to refinance or modify the terms of mortgage loans.
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13 6. On or about January 22, 2009, Stanley S. ("Borrower SS"), entered into an
14 agreement with FIRST FINANCIAL for loan modification services in connection with his
15 mortgage loan secured by property located at 16867 Ave. 328, Visalia, CA 93292. FIRST
16 FINANCIAL solicited an advance fee of \$3,500.00 from Borrower SS. Borrower SS paid the fee
17 in three installments. PFIRMAN handled Borrower SS's account with FIRST FINANCIAL,
18 and spoke with him regularly on the phone until all the advance fees were paid. Once all
19 advance fees had been paid, all further communication ceased. FIRST FINANCIAL did not
20 provide any assistance to Borrower SS to obtain a loan modification, and refused to refund the
21 advance fees paid.
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23 7. On or about January 12, 2009, Adolf M. ("Borrower AM") entered into an
24 agreement with FIRST FINANCIAL and PFIRMAN for loan modification services in
25 connection with his mortgage loan secured by property located at 830 Daffodil Way, Oxnard,
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1 CA 93030 and 1620 Shoreline Street, Camarillo, CA 93010. On January 12, 2009, Borrower
2 AM paid an advance fee of \$6,000.00. PFIRRMAN emailed Borrower AM a guarantee that if
3 the loan modification was denied for any reason, he would receive a full refund of all advance
4 fees paid. No modification was obtained and FIRST FINANCIAL refused to refund Borrower
5 AM's advance fees paid.

6 8. In December, 2008, FIRST FINANCIAL solicited Charles C. ("Borrower
7 CC") on the telephone and offered to provide Borrower CC with loan modification services in
8 exchange for payment of an up front advance fee. PFIRRMAN, on behalf of FIRST
9 FINANCIAL, verbally and in several subsequent letters, assured Borrower CC that the fees paid
10 up front would be fully refunded if no loan modification was obtained. In reliance on
11 PFIRRMAN's representations, on January 12, 2009, Borrower CC paid FIRST FINANCIAL
12 \$2,000.00 as an advance fee for loan modification services. FIRST FINANCIAL and
13 PFIRRMAN failed to provide any loan modification services and refused to refund Borrower
14 CC's money.
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16 9. On December 11, 2008, PFIRRMAN and FIRST FINANCIAL entered into a
17 "Negotiation and Service Agreement," with Lydia R. ("Borrower LR"), offering to provide her
18 with negotiation services related to mortgage loans secured by real property in exchange for
19 payment of advance fees. Over the course of the next several months, Borrower LR paid
20 \$7,750.00 in advance fees to PFIRRMAN and FIRST FINANCIAL for these services.
21 PFIRRMAN represented in writing that the fees paid would be fully refunded if he did not
22 succeed in negotiating better terms on the loans. PFIRRMAN did not obtain loan modifications
23 for Borrower LR on any of the three mortgages she had at that time, and did not return Borrower
24 LR's money to her.
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1 10. On or about November 5, 2008, PFIRMAN, KIMBALL and FIRST
2 FINANCIAL solicited Alice C. ("Borrower AC") and offered to negotiate the terms of her
3 mortgage loans for a loan modification on her behalf in exchange for payment of up front fees.
4 They sent her a written "Negotiation and Service Agreement," along with other written
5 assurances regarding the refund of the advance fee in the event no favorable modification was
6 obtained. Borrower AC changed her mind and did not proceed.

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

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

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

12 The conduct, acts and/or omissions of THOMAS PFIRMAN, FIRST
13 FINANCIAL LENDING GROUP LLC, and WADE KIMBALL, as set forth in the Findings of
14 Fact above, when not licensed by the Department as real estate brokers or as salespersons
15 employed by real estate brokers licensed by the Department, was in violation of Code Section
16 10130.
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18 DESIST AND REFRAIN ORDER

19 Based on the Findings of Fact and Conclusions of Law stated herein,
20 THOMAS PFIRMAN, FIRST FINANCIAL LENDING GROUP LLC, and WADE
21 KIMBALL, whether doing business under your own names, or any other names, or fictitious
22 names, ARE HEREBY ORDERED to immediately desist and refrain from:
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24 (i) charging, demanding, claiming, collecting and/or receiving advance fees, as
25 that term is defined in Section 10026 of the Code, in any form, and under any conditions, with
26 respect to the performance of loan modifications or any other form of mortgage loan forbearance
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1 service in connection with loans on residential property containing four or fewer dwelling units;
2 and

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

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7 DATED: 6/28, 2011

8 Barbara J. Bigby
9 Acting Real Estate Commissioner

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

21 cc: First Financial Lending Group LLC
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24 Los Angeles, CA 90038

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