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● FILED

JAN 18 2012

DEPARTMENT OF REAL ESTATE
BY: Notary Public

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)	
)	No. H-37564 LA
ANTHONY DONALD PERKINS,)	
)	
Respondent.)	

DECISION

This Decision is being issued in accordance with the provisions of Section 11520 of the Government Code, on evidence of compliance with Section 11505 of the Government Code and pursuant to the Order of Default filed on November 29, 2011 and the findings of fact set forth herein are based on one or more of the following: (1) Respondent's express admissions; (2) affidavits; and (3) other evidence.

FINDINGS OF FACT

1.

On September 8, 2011, Robin Trujillo made the Accusation in her official capacity as a Deputy Real Estate Commissioner of the State of California. The Accusation, Statement to Respondent, and Notice of Defense were mailed by certified mail, return receipt requested, and by regular mail to ANTHONY DONALD PERKINS's ("Respondent") last known mailing address on file with the Department on October 3, 2011. Both mailings were returned to sender by the postal service with no forwarding address.

On November 29, 2011, 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 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 ("Code") as a real estate broker. Respondent initially licensed as a broker on November 30, 1998.

3.

On or about August 6, 2008, Respondent filed a Fictitious Business Name Statement with the Orange County Clerk-Recorder, naming himself as the registered owner of "InstaModify".

4.

InstaModify is not now, nor has it ever been, licensed by the California Department of Real Estate ("Department") in any capacity.

5.

Surroz Transaction

On or about March 26, 2009, Nicholas K. Surroz ("Surroz") entered into an "Authorization for Services to Restructure or Resolve Mortgage Debt" with InstaModify. Within this agreement, Instamodify agreed to negotiate a modification of the loan on Surroz's property located at 536 Otono Court, Clifton, CO, in exchange for payment by Surroz of \$1,500 in advance fees.

6.

Fornasodoro Transaction

In or about May, 2009, Virgilio and Leilanie Fornasodoro ("the Fornasdoros") entered into an "Authorization for Services to Restructure or Resolve Mortgage Debt" with InstaModify. Within this agreement, Instamodify agreed to negotiate a modification of the loan on the Fornasdoros' property located at 11744 Caminito de las Misiones, San Diego, CA, in exchange for payment of advance fees by the Fornasdoros. Section 3.2 of this agreement provided for a refund of the fees paid by the client, in the event Instamodify was unable to complete the modification

anticipated by the agreement. The Fornasdoros submitted at least \$2,375 in advance fees to InstaModify between May 11, 2009 and June 12, 2009. As of December 27, 2009, the Fornasdoros had received neither a loan modification, nor a refund of their advance fees from Instamodify.

7.

Baker Transaction

In or about August 20, 2009, Linda E. Baker ("Baker") entered into an "Authorization for Services to Restructure or Resolve Mortgage Debt" with InstaModify. Within this agreement, Instamodify agreed to negotiate a modification of the loan on Baker's property located at 10092 Sonora Drive, Fenton, MI, in exchange for payment of advance fees by Baker. Section 3.2 of this agreement provided for a refund of the fees paid by the client, in the event Instamodify was unable to complete the modification anticipated by the agreement. Baker submitted \$2,995 in advance fees to InstaModify between August 14, 2009 and October 14, 2009. As of January 31, 2010, Baker had received neither a loan modification, nor a refund of her advance fees from Instamodify.

8.

Anderson Transaction

On or about October 22, 2009, Cantana Anderson ("Anderson") entered into an "Authorization for Services to Restructure or Resolve Mortgage Debt" with InstaModify. Within this agreement, Instamodify agreed to negotiate a modification of the loan on Anderson's property located at 18538 W. Fairway Drive, Surprise, AZ, in exchange for payment of advance fees by Anderson. Section 3.2 of this agreement provided for a refund of the fees paid by the client, in the event Instamodify was unable to complete the modification anticipated by the agreement. Anderson submitted \$2,495 in advance fees to InstaModify between October 22, 2009 and November 13, 2009. As of May 25, 2010, Anderson had received neither a loan modification, nor a refund of her advance fees from Instamodify.

9.

Moore Transaction

On or about March 23, 2009, Michael Anthony Moore ("Moore") entered into an "Authorization for Services to Restructure or Resolve Mortgage Debt" with InstaModify. Within this agreement, Instamodify agreed to negotiate a modification of the loan on

Moore's property located at 19441 East 50th Place, Denver, CO, in exchange for payment of advance fees by Moore. Section 3.2 of this agreement provided for a refund of the fees paid by the client, in the event Instamodify was unable to complete the modification anticipated by the agreement. Moore submitted \$2,495 in advance fees to InstaModify between March 23, 2009 and June 1, 2009. As of August 10, 2010, Moore had received neither a loan modification, nor a refund of her advance fees from Instamodify.

10.

McDonald Transaction

On or about September 26, 2009, Wanda McDonald ("McDonald") entered into an "Authorization for Services to Restructure or Resolve Mortgage Debt" with InstaModify. Within this agreement, Instamodify agreed to negotiate a modification of the loan on McDonald's property located at 40145 Heathrow Drove, Palmdale, CA, in exchange for payment by McDonald of advance fees.

11.

Avo McDonald Transaction

In or about August 2009, Avo McDonald entered into an agreement with Instamodify, in which Instamodify agreed to negotiate a modification of the loan on Avo McDonald's property in exchange for payment by Avo McDonald of \$2,495 in advance fees.

12.

McPherson Transaction

In or about August 2009, Jean McPherson ("McPherson") entered into an agreement with Instamodify, in which Instamodify agreed to negotiate a modification of the loan on McPherson's property in exchange for payment by McPherson of \$2,495 in advance fees.

13.

Oskoui Transaction

In or about October 2009, Malekshah Oskoui ("Oskoui") entered into an agreement with Instamodify, in which Instamodify agreed to negotiate a modification of the loan on Oskoui's property in exchange for payment by Oskoui of \$2,000 in advance fees.

14.

The current business address maintained by Respondent with the Department is 18301 Von Karman #920, Irvine, CA, 92612. Beginning at an unknown time, and continuing to at least May 13, 2010, Respondent did not maintain an office at this address and has not informed the Real Estate Commissioner of any new address. Respondent's business address is not a place where his license is displayed or where personal consultations can be held with clients.

DETERMINATION OF ISSUES

1.

Respondent failed to submit the advance fee agreements described in paragraphs 5 through 13 above to the Commissioner ten days before using them, in violation of Code Section 10085 and Section 2970 of Title 10, California Code of Regulation ("Regulations"). Therefore, the conduct of Respondent, as alleged in paragraphs 5 through 13 above, subjects his real estate license and license rights to suspension or revocation pursuant to Sections 10177(d) and 10177(g) of the Code.

2.

The advance modification agreement described in paragraphs 5 through 13 above used the fictitious business name "Instamodify" when Respondent did not have that fictitious business name licensed with the Department, in violation of Code Section 10159.5 and Regulation 2731. This provides cause for the suspension or revocation of the license and license rights of Respondent, pursuant to Code Section 10177(d) and 10177(g).

3.

Respondent's failure to maintain a place of business, as described in paragraph 14 above, is in violation of Code Section 10162 and Regulation 2715 and provides cause for the suspension or revocation of the license and license rights of Respondents, pursuant to Code Sections 10165, 10177(d) and 10177(g).

4.

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

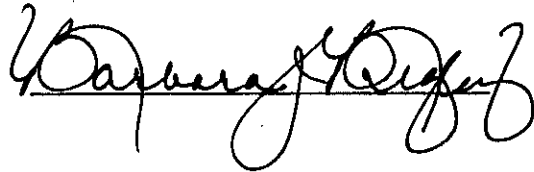
ORDER

The license and license rights of Respondent
ANTHONY DONALD PERKINS 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 FEB 08 2012.

DATED: 1/13/12

BARBARA J. BIGBY
Acting Real Estate Commissioner



FILED

1 Department of Real Estate
2 320 West Fourth Street, Suite 350
3 Los Angeles, CA 90013
4
5
6
7 (213) 576-6982

NOV 29 2011

DEPARTMENT OF REAL ESTATE
BY: James B. Olson

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10	* * *	
11	In the Matter of the Accusation of)	No. H-37564 LA
12	ANTHONY DONALD PERKINS,)	
13	Respondent.)	<u>DEFAULT ORDER</u>
14)	
15)	

16 Respondent ANTHONY DONALD PERKINS, having failed
17 to file a Notice of Defense within the time required by
18 Section 11506 of the Government Code, is now in default. It
19 is, therefore, ordered that a default be entered on the
20 record in this matter.

21 IT IS SO ORDERED NOVEMBER 29, 2011.

22 BARBARA J. BIGBY
23 Acting Real Estate Commissioner

24 By: Phillip Ihde
25 PHILLIP IHDE
26 Regional Manager
27

FILED

OCT 03 2011

DEPARTMENT OF REAL ESTATE
BY: *[Signature]*

1 JAMES DEMUS, Counsel (SBN 225005)
2 Department of Real Estate
3 320 West Fourth St., #350
4 Los Angeles, CA 90013
5 (213) 576-6982
6 (213) 576-6910 (direct)

9 BEFORE THE DEPARTMENT OF REAL ESTATE

10 STATE OF CALIFORNIA

11 * * *

12 In the Matter of the Accusation of)
13 ANTHONY DONALD PERKINS,)
14 Respondent.)

No. H-37564 LA

A C C U S A T I O N

16 The Complainant, Robin Trujillo, a Deputy Real Estate
17 Commissioner of the State of California, for cause of
18 Accusation against ANTHONY DONALD PERKINS, is informed and
19 alleges as follows:

20 1.

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

24 2.

25 ANTHONY DONALD PERKINS, ("Respondent") is presently
26 licensed and/or has license rights under the Real Estate Law
27

1 (Part 1 of Division 4 of the Business and Professions Code,
2 hereinafter "Code"), as a real estate broker. Respondent was
3 initially licensed as a broker on November 30, 1998.

4 3.

5 On or about August 6, 2008, Respondent filed a
6 Fictitious Business Name Statement with the Orange County
7 Clerk-Recorder, naming himself as the registered owner of
8 "InstaModify".

9 4.

10 InstaModify is not now, nor has it ever been,
11 licensed by the California Department of Real Estate
12 ("Department") in any capacity.

13 5.

14 At all times material herein, Respondent was engaged
15 in the business of, acted in the capacity of, advertised or
16 assumed to act as a real estate broker in the State of
17 California, within the meaning of Code Sections 10131(d) and
18 10131.2, including soliciting borrowers, negotiating loans or
19 performing services for borrowers and collecting or contracting
20 for the collection of an advance fee, within the meaning of
21 Code Section 10026.

22 FIRST CAUSE OF ACCUSATION

23 (Advance Fee Agreements)

24 6.

25 Surroz Transaction

26 On or about March 26, 2009, Nicholas K. Surroz
27 ("Surroz") entered into an "Authorization for Services to

1 Restructure or Resolve Mortgage Debt" with InstaModify. Within
2 this agreement, Instamodify agreed to negotiate a modification
3 of the loan on Surroz's property located at 536 Otono Court,
4 Clifton, CO, in exchange for payment by Surroz of \$1,500 in
5 advance fees.

6 7.

7 Fornasodoro Transaction

8 In or about May, 2009, Virgilio and Leilanie
9 Fornasodoro ("the Fornasdoros") entered into an "Authorization
10 for Services to Restructure or Resolve Mortgage Debt" with
11 InstaModify. Within this agreement, Instamodify agreed to
12 negotiate a modification of the loan on the Fornasdoros'
13 property located at 11744 Caminito de las Misiones, San Diego,
14 CA, in exchange for payment of advance fees by the Fornasdoros.
15 Section 3.2 of this agreement provided for a refund of the fees
16 paid by the client, in the event Instamodify was unable to
17 complete the modification anticipated by the agreement. The
18 Fornasdoros submitted at least \$2,375 in advance fees to
19 InstaModify between May 11, 2009 and June 12, 2009. As of
20 December 27, 2009, the Fornasdoros had received neither a loan
21 modification, nor a refund of their advance fees from
22 Instamodify.

23 8.

24 Baker Transaction

25 In or about August 20, 2009, Linda E. Baker
26 ("Baker") entered into an "Authorization for Services to
27 Restructure or Resolve Mortgage Debt" with InstaModify. Within

1 this agreement, Instamodify agreed to negotiate a modification
2 of the loan on Baker's property located at 10092 Sonora Drive,
3 Fenton, MI, in exchange for payment of advance fees by Baker.
4 Section 3.2 of this agreement provided for a refund of the fees
5 paid by the client, in the event Instamodify was unable to
6 complete the modification anticipated by the agreement. Baker
7 submitted \$2,995 in advance fees to InstaModify between August
8 14, 2009 and October 14, 2009. As of January 31, 2010, Baker
9 had received neither a loan modification, nor a refund of her
10 advance fees from Instamodify.

11 9.

12 Anderson Transaction

13 On or about October 22, 2009, Cantana Anderson
14 ("Anderson") entered into an "Authorization for Services to
15 Restructure or Resolve Mortgage Debt" with InstaModify. Within
16 this agreement, Instamodify agreed to negotiate a modification
17 of the loan on Anderson's property located at 18538 W. Fairway
18 Drive, Surprise, AZ, in exchange for payment of advance fees by
19 Anderson. Section 3.2 of this agreement provided for a refund
20 of the fees paid by the client, in the event Instamodify was
21 unable to complete the modification anticipated by the
22 agreement. Anderson submitted \$2,495 in advance fees to
23 InstaModify between October 22, 2009 and November 13, 2009. As
24 of May 25, 2010, Anderson had received neither a loan
25 modification, nor a refund of her advance fees from
26 Instamodify.

27 ///

2 Moore Transaction

3 On or about March 23, 2009, Michael Anthony
4 Moore ("Moore") entered into an "Authorization for Services to
5 Restructure or Resolve Mortgage Debt" with InstaModify. Within
6 this agreement, Instamodify agreed to negotiate a modification
7 of the loan on Moore's property located at 19441 East 50th
8 Place, Denver, CO, in exchange for payment of advance fees by
9 Moore. Section 3.2 of this agreement provided for a refund of
10 the fees paid by the client, in the event Instamodify was
11 unable to complete the modification anticipated by the
12 agreement. Moore submitted \$2,495 in advance fees to
13 InstaModify between March 23, 2009 and June 1, 2009. As of
14 August 10, 2010, Moore had received neither a loan
15 modification, nor a refund of her advance fees from
16 Instamodify.

18 McDonald Transaction

19 On or about September 26, 2009, Wanda
20 McDonald ("McDonald") entered into an "Authorization for
21 Services to Restructure or Resolve Mortgage Debt" with
22 InstaModify. Within this agreement, Instamodify agreed to
23 negotiate a modification of the loan on McDonald's property
24 located at 40145 Heathrow Drove, Palmdale, CA, in exchange for
25 payment by McDonald of advance fees.

26 ///

27 ///

12.

2 Avo McDonald Transaction

3 In or about August 2009, Avo McDonald entered into an
4 agreement with Instamodify, in which Instamodify agreed to
5 negotiate a modification of the loan on Avo McDonald's property
6 in exchange for payment by Avo McDonald of \$2,495 in advance
7 fees.

13.

9 McPherson Transaction

10 In or about August 2009, Jean McPherson ("McPherson")
11 entered into an agreement with Instamodify, in which
12 Instamodify agreed to negotiate a modification of the loan on
13 McPherson's property in exchange for payment by McPherson of
14 \$2,495 in advance fees.

14.

16 Oskoui Transaction

17 In or about October 2009, Malekshah Oskoui ("Oskoui")
18 entered into an agreement with Instamodify, in which
19 Instamodify agreed to negotiate a modification of the loan on
20 Oskoui's property in exchange for payment by Oskoui of \$2,000
21 in advance fees.

15.

22 The agreements described in Paragraphs 6 through 14
23 above, constitute advance fee agreements within the meaning of
24 Code Section 10026. Respondent never submitted any advance fee
25 agreements to the Department on behalf of Instamodify.
26 Therefore, Respondent failed to submit the advance fee
27

1 agreements described in paragraphs 6 through 14 above to the
2 Commissioner ten days before using them, in violation of Code
3 Section 10085 and Section 2970 of Title 10, California Code of
4 Regulations ("Regulations"). Said conduct, acts and/or
5 omissions of Respondent constitutes cause to suspend or revoke
6 the licenses and license rights of Respondent pursuant to Code
7 Sections 10177(d) and/or 10177(g).

8 16.

9 The conduct, acts and/or omissions of Respondent, as
10 set forth in paragraphs 7 through 10 above, constitutes
11 substantial misrepresentation and false promises of a character
12 likely to induce, thus providing cause for the suspension or
13 revocation of the licenses and license rights of Respondent
14 pursuant to Code Sections 10176(a), 10176(b) and 10176(i).

15 17.

16 The loan modification agreements above used the
17 fictitious business name of "Instamodify" when Respondent did
18 not have that fictitious business name licensed with the
19 Department, in violation of Code Section 10159.5 and Regulation
20 2731. This provides cause for the suspension or revocation of
21 the licenses and license rights of Respondent pursuant to Code
22 Sections 10177(d) and/or 10177(g).

23 SECOND CAUSE OF ACCUSATION

24 (Failure to Maintain Place of Business)

25 18.

26 The current business address maintained by Respondent
27 with the Department is 18301 Von Karman #920, Irvine, CA,

1 92612. Beginning at an unknown time, and continuing to at
2 least May 13, 2010, Respondent did not maintain an office at
3 this address and has not informed the Real Estate Commissioner
4 of any new address. Respondent's business address is not a
5 place where his license is displayed or where personal
6 consultations can be held with clients.

7 19.

8 The conduct, acts and/or omissions of Respondent, as
9 set forth in paragraph 18 above, is in violation Code Section
10 10162 and Regulation 2715 and provides cause for the suspension
11 or revocation of the licenses and license rights of Respondent
12 pursuant to Code Sections 10165, 10177(d), and/or 10177(g).

13 WHEREFORE, Complainant prays that a hearing be
14 conducted on the allegations of this Accusation and that upon
15 proof thereof, a decision be rendered imposing disciplinary
16 action against all the licenses and license rights of
17 Respondent ANTHONY DONALD PERKINS under the Real Estate Law,
18 and for such other and further relief as may be proper under
19 other applicable provisions of law.

20 Dated at Los Angeles, California
21 this 8 day of September, 2011

22
23 
24 _____
25 Robin Trujillo
26 Deputy Real Estate Commissioner

26 cc: ANTHONY DONALD PERKINS
27 Robin Trujillo
Sacto.