

1 York for conducting business: P.O. Box 170, Syosset, New York. Campos has solicited customers in
2 California using the following websites: www.freelawspace.com and www.camposlegalservices.com.
3 Campos also has used toll-free telephone numbers 1-(800) 701-4928 and (800) 518-4389 to solicit
4 consumers in California. It describes itself as a debt negotiation service provider, and “joined” to The
5 Consumer Protection Law Center described below. Jeffrey Campos is not licensed to practice law in
6 California.

7 3. The Consumer Protection Law Center, dba Consumer Law Center, LLC is a nationwide
8 entity that uses 210 North University Drive, Suite 901, Coral Springs, Florida and P.O. Box 891,
9 Syosset, New York as its mailing addresses. It is affiliated with the above-described entities.

10 Consumer Protection Law Center, in communicating with its clients, referred to Campos Chartered
11 Law Firm as a part of a professional association of attorneys known as The Consumer Protection
12 Law Center and informed its clients that it would review agreements between the client and credit-
13 card-issuing banks in order to negotiate a structured debt repayment plan on behalf of their clients.

14 The Consumer Protection Law Center offered customer service for clients with a website address of
15 www.theconsumerprotectionlawcenter.com and the following toll-free phone numbers: (800) 701-
16 4928 and (800) 518-4389. However, The Consumer Protection Law Center failed to negotiate
17 structured debt repayment plans on behalf of certain clients.

18 4. The above-named entities and individuals, working in concert or in participation
19 among themselves or with others, engaged in the following activities in violation of the Check
20 Sellers, Bill Payers and Proraters Law pursuant to the California Financial Code section 12000 et
21 seq.

22 5. The above-named entities offered their services to California consumers by a variety of
23 advertisements including various toll-free phone numbers and by means of several Internet websites.

24 6. The above entities represent that their services include negotiating with a consumer’s
25 creditors to settle debts for less than the total amount that consumer’s creditors claim is owed.

26 7. The above-named entities, individuals or others, acting in concert or participating with
27 them, receive sums of money from a consumer for the purpose of negotiating settlement or payment
28 plans for consumers and/or paying a consumer's creditors. Specifically, these entities pay the bills

1 of a consumer from the funds a consumer forwards to them for that purpose, by arranging for
2 periodic withdrawals from a consumer's trust account(s) for payment to a consumer's creditors.

3 8. After consumers enter contracts with the above-named entities, these entities have
4 typically performed very few, if any, services on behalf of the consumers, and the consumers have
5 found it very difficult to reach them.

6 9. After entering contracts with the above-named entities, many consumers were placed at
7 greater risk of being sued by their creditors because the creditors were not being paid. None of the
8 entities are licensed to practice law in California, and they did not employ or associate attorneys
9 licensed to practice in the State.

10 10. Because of their dissatisfaction with the services of the above-named entities, many
11 California consumers attempted to cancel their contracts with them. The entities paid very few
12 refunds to consumers who canceled. Further, the entities disbursed very little of consumers' money
13 to consumers' creditors.

14 11. The Department of Corporations has jurisdiction over and regulates bill payers and
15 proraters under the Check Sellers, Bill Payers and Proraters Law set forth in California Financial
16 Code section 12000 et seq. California Financial Code section 12200, states:

17 No person shall engage in the business, for compensation, of selling
18 checks, drafts, money orders, or other commercial paper serving the
19 same purpose, or of receiving money as agent of an obligor for the
20 purpose of paying bills, invoices, or accounts of such obligor, or
21 acting as a prorater, nor shall any person, without direct
22 compensation and not as an authorized agent for a utility company,
23 accept money for the purpose of forwarding it to others in payment
24 of utility bills, without first obtaining a license from the
25 commissioner.

26 12. The definition of proraters, found in Financial Code section 12002.1, states:

27 A prorater is a person who, for compensation, engages in whole or in part
28 in the business of receiving money or evidences thereof for the purpose
of distributing the money or evidences thereof among creditors in
payment or partial payment of the obligations of the debtor.

13. The California Corporations Commissioner has not licensed Mezey & Associates,
Inc., Joseph Wade Mezey, Campos Chartered Law Firm, Jeffrey Campos, or The Consumer

1 Protection Law Center dba Consumer Law Center, LLC in this State to act as a bill payer or
2 prorater. Because these entities are not licensed to practice law in California, they do not meet
3 the criteria for exemption from the licensure requirements found in Financial Code section
4 12100(c).

5 14. Based upon the foregoing findings, the California Corporations Commissioner is of
6 the opinion that Mezey & Associates, Inc., Joseph Wade Mezey, Campos Chartered Law Firm,
7 Jeffrey Campos, and The Consumer Protection Law Center dba Consumer Law Center, LLC in
8 concert and/or in participation with others, have been engaging in business as a bill payer or
9 prorater as defined in the Check Sellers, Bill Payers and Proraters Law without a license from the
10 California Corporations Commissioner.

11 15. On February 20, 2008, the State of Florida filed a Complaint against The Consumer
12 Law Center, LLC, and other defendants in Broward County Circuit Court, alleging that the
13 defendants had engaged in unfair and deceptive practices in violation of Florida law in the
14 operation of their debt settlement business. The caption of the case is: *Office of the Attorney
15 General, Department of Legal Affairs, State of Florida v. Laura L. Hess, Esq., Laura Hess and
16 Associates, P.A., Hess Kennedy Chartered, LLC, and The Consumer Law Center, LLC*, Case No.
17 08-007686(08) (Circuit Court of the 17th Judicial Cir., Broward County).

18 16. On July 18, 2008, on a motion by the State of Florida, the Broward County Circuit Court
19 issued an Ex Parte Order Appointing Receiver, appointing Florida attorney Daniel J. Stermer, Esq. as
20 the Receiver of the named defendants (the "Receivership Entities") in the Florida action.

21 17. The Receiver was instructed by the Florida court to marshal and preserve the assets of the
22 Receivership Entities and to take control of their funds, assets and property, so that, under the
23 supervision of the Florida court, there could be a distribution of the assets to consumers who suffered
24 losses as a result of their involvement with the Receivership Entities.

25 18. The Receiver conducted an investigation into the operations and finances of the
26 Receivership Entities, and on September 10, 2008, the Receiver recommended to the Florida court
27 that their debt settlement business be closed. The court granted the Receiver's motion and approved
28 the wind-down of the Receivership Entities' businesses and created a claims process for consumers

1 and other creditors to file claims against the Receivership Entities. The Receiver issued a written
2 notification to all known consumer clients of the Receivership Entities, including to consumers in
3 California, of the process to file claims for refunds. The deadline for the submission of claims to the
4 Receiver was January 1, 2009.

5 Notwithstanding anything to the contrary, nothing in this Desist and Refrain Order shall
6 preclude the Receiver from administering the Receivership Entities as has been or may be approved
7 by the Florida court, including without limitation, the administration of the claims process, any
8 settlements that the Receiver may enter into with creditors of consumer clients of the Receivership
9 Entities, and the wind-down process for the debt settlement and debt management operations of the
10 Receivership Entities.

11 Pursuant to Financial Code section 12103, the California Corporations Commissioner
12 hereby orders Mezey & Associates, Inc., Joseph Wade Mezey, Campos Chartered Law Firm,
13 Jeffrey Campos, and The Consumer Protection Law Center dba Consumer Law Center, LLC,
14 individually, in concert and/or in participation with others, to desist and refrain from engaging in
15 business as a bill payer and prorater unless and until they are licensed or exempt. This Order is
16 necessary, in the public interest, and for the protection of consumers.

17
18 Dated: January 9, 2009
19 Sacramento, California

20
21 PRESTON DuFAUCHARD
22 California Corporations Commissioner

23
24 By _____
25 ALAN S. WEINGER
26 Lead Corporations Counsel
27 Enforcement Division
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