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10 BEFORE THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION
11 OF THE STATE OF CALIFORNIA

12 In the Matter of:) AGENCY FILE NO.: 24834
13)
14 THE COMMISSIONER OF FINANCIAL)
PROTECTION AND INNOVATION,) DESIST AND REFRAIN ORDER WITH
15 Complainant,) CLAIM FOR ANCILLARY RELIEF AND
v.) PENALTY ASSESSMENT
16) (Fin. Code, § 90015, subds. (b), (d)(1), (e))
17 OPTIMA ADVOCATES, INC.,)
Respondent.) CITATION WITH ORDER TO DESIST AND
18) REFRAIN AND ASSESSMENT OF
19) ADMINISTRATIVE PENALTY
20) (Fin. Code, § 28170)

21 The Commissioner of Financial Protection and Innovation (Commissioner) finds the
22 following:

23 **FINDINGS**

24 Optima and Its Affiliates

25 1. For over three years, Optima Advocates, Inc. (Optima), and its affiliates have run a
26 student loan debt relief scam from California. Misusing legal jargon to confuse consumers, Optima
27 convinced over a dozen California residents and others nationwide to pay tens of thousands of
28 dollars to “wipe away” their student loans by getting them “dismissed” or “discharged.” Optima

1 promised results it could never achieve and caused consumers to take on even more debt. Optima
2 peddled false hope at a very high price.

3 2. Optima is or was a California corporation with a principal place of business listed
4 with the California Secretary of State at 19900 MacArthur Boulevard, Suite 280, Irvine, California
5 92612.

6 3. Optima operates a website at www.optimaadvocates.com. The website offers
7 consumers assistance in obtaining student loan relief by acting as an intermediary between
8 borrowers and the borrowers’ lenders or loan servicers (Debt Relief Services).

9 4. Optima is owned and controlled by Essam Abdullah (Abdullah).

10 5. Abdullah also owns and controls companies and business organizations affiliated
11 with Optima, including Debt Rise, LLC; Price Holdings, Inc.; Allevely, Inc.; Bridgeley, Inc.; and
12 Fidelity Tax Relief (collectively, Affiliates).

13 6. Optima provided some Debt Relief Services for California consumers through its
14 Affiliates.

15 Optima Markets and Offers Student Loan Debt Relief Services Online

16 7. Optima’s website claims that, “[b]y evaluating your private student loan[,] we could
17 potentially save you hundreds or thousands of dollars over the course of your student loan
18 repayment.”

19 8. Optima offers to help consumers avoid default on their student loans, stating on its
20 website that, “[i]f you run into trouble repaying your loan, get in to contact with us” and, “[i]f
21 you’re unemployed and struggling with your loans[,] you shouldn’t wait for . . . lenders to come to
22 you. By being proactive with your lenders, particularly if you’re approaching a possible default
23 situation.”

24 9. Optima claims to employ “private student loan specialists” who “help you find
25 private student loan refinancing options,” “[o]ptimize your monthly payments, lifetime cost, or
26 payoff speed,” “assess . . . access to specific for[giveness programs,” “conduct a comprehensive
27 analysis of your situation to get you the best overall outcome,” “customize . . . relief options . . .
28 based off your situation to help you get closer to your financial goals,” “thoroughly examin[e] your

1 loan [so that] we can learn about your private loan’s particular terms, conditions, benefits, rates,
2 fees, and penalties,” “identify options . . . [b]y reviewing your private loan’s particular terms,
3 conditions, benefits, rates, fees, and penalties,” and “negotiate with your private lenders to honor
4 any promises they make about terms and benefits.”

5 10. On its website, Optima provides a general, step-by-step overview of its Debt Relief
6 Services:

- 7 a. Step 1: “By conducting a brief financial interview[,] we will get you a
8 reduction on your private loans.”
- 9 b. Step 2: Optima will “contact you[r] lender on your behalf and collect all loan
10 documents.”
- 11 c. Step 3: “Upon collection[,] we search the lenders docs for all guidelines
12 compliance.”
- 13 d. Step 4: “This assessment gives our negotiators a very clear idea on what we
14 can do for you and how.”
- 15 e. Step 5: “Approach your lenders with the offer that is in your best interest.”

16 11. Optima urges consumers to “apply” for its services by clicking a button that reads
17 “Start Your Debt Relief Today!”

18 12. In reality, Optima did little of what it promised to do. At the same time, Optima also
19 did a great deal more—both to the detriment of consumers.

20 Optima’s Unlicensed, Unlawful, and Deceptive Acts in Connection with Debt Relief Services

21 13. Since January 1, 2018, at least 18 California residents (Customers) agreed to pay
22 Optima tens of thousands of dollars for Debt Relief Services (Servicing Fees). Optima charged
23 Servicing Fees from \$2,100.00 to \$26,510.00 for the same Debt Relief Services but varied each
24 Servicing Fee based on the Customer’s total student loan balance. Each Customer ultimately
25 agreed to pay Optima between 25 to 40 percent of their total student loan balance.

26 14. Optima required that Customers pay the Servicing Fee at the time they signed the
27 enrollment agreement and before Optima performed any services. Optima provided Customers
28 who could not afford the Servicing Fee at enrollment the following options: (1) obtain an Optima-

1 arranged loan from LendingUSA, LLC, the proceeds of which were paid directly to Optima or one
2 of its Affiliates to cover the Servicing Fee; (2) pay the Servicing Fee with a new credit card opened
3 by Optima in the Customer’s name; or (3) enter into a payment plan with Optima to pay the
4 Servicing Fee over 10 years. When one Customer balked at asking her mother to cosign a new loan
5 from LendingUSA, LLC, in order to pay Optima’s large, up-front Servicing Fee, an Optima
6 employee “told her [to] explain[] to her mom that cosigning for this private loan is going to help her
7 get removed off the student loans and it’s much better to be on a private loan than this student
8 loan.” The Customer then agreed.

9 15. For all Customers who enrolled in Optima’s Debt Relief Services, Optima requested
10 and received all or a portion of its Servicing Fee before it renegotiated, reduced, or otherwise
11 altered the terms of their existing student-loan debt.

12 16. Most, if not all, Customers were current or otherwise not in default on their student
13 loans when they enrolled in Optima’s Debt Relief Services.

14 17. At the outset of the customer relationship, Optima had Customers sign a “Limited
15 Services Retainer Agreement,” which outlined the Servicing Fee and generally described the Debt
16 Relief Services Optima agreed to provide in exchange (Agreements).

17 18. Customers’ Agreements all specified that Optima would obtain either “full loan
18 dismissal” or “full loan discharge” of each of Customers’ student loans. The Agreements further
19 represented that the Debt Relief Services Optima would provide the Customers “may be able to
20 resolve your situation and relieve the stress that the burden of high balance and high interest student
21 loans can cause” and may “prevent or fix a default of the loan.”

22 19. Some Customers did not understand what “full loan dismissal” or “full loan
23 discharge” meant. In one email to a Customer, an Optima employee explained that “the nature of
24 the resolution [is] a large amount of debt wiped away.” In response to another Customer’s inquiry,
25 an Optima employee wrote, “I understand you may have some concerns. As far as the services we
26 are providing, the exact steps are not going to be included simply because every case is different.
27 There are no two cases that are exactly the same so we have to state the results we are providing and
28 not necessarily what it takes to get there. It does in fact state the service we are providing is a

1 Private Full Loan Discharge of \$14,000”

2 20. The Agreements provided for a “100% Money Back Guarantee If Optima Advocates
3 Does Not Perform the Services Dictated in the Agreement.” Optima salespersons often referred to
4 this “guarantee” to allay Customers’ concerns over the size of the up-front Servicing Fee. As one
5 Optima employee told a Customer, “[i]f the firm can not achieve a full dismissal and discharge on
6 the Private student loans you will be offered a full refund of everything paid into the resolution
7 charge. . . . If not dismissal and discharge is achieved you will be honored a refund.”

8 21. Despite Optima’s marketing claims and representations in its Agreements, Optima
9 appears to have performed only the following services for Customers:

10 a. Optima arranged for Customers to execute a “limited power of attorney”
11 through which Optima was appointed as Customers’ contact person with student-loan servicers and
12 which stated, in part, that Optima’s “debt negotiation staff” was authorized “to make satisfactory
13 arrangements for the payment/settlement of such accounts or debts and to make good faith
14 settlement and/or payment offers on my behalf to settle such accounts or debts.” In reality,
15 executing the “limited power of attorney” merely ensured that Customers no longer had direct
16 contact with their loan servicers.

17 b. Optima sent ineffectual form letters to student-loan servicers requesting basic
18 documentation, like loan agreements, ostensibly to discover whether the underlying loan was
19 “valid.” In fact, it was unlikely that the servicers would fail to produce such documentation and, in
20 any event, even more doubtful that any such failure would “invalidate” the debt as a matter of law.

21 c. Optima then took steps to ensure that Customers quickly defaulted on their
22 student loans, such as by cancelling automatic-payment arrangements. One such Customer was told
23 that she “should not be negotiating with Lender since we[’]re trying to get the loan discharged off
24 her account.” Another Optima employee noted that Optima “need[ed] to inform client to stop
25 making payments on the loans.”

26 d. When Customers’ defaulted loans were eventually charged off by the
27 servicers and sold to third parties, Optima once again sent ineffectual form letters requesting basic
28 documentation, like loan agreements, this time to debt collectors.

1 e. Optima disputed the recording of loan defaults and sales to third-party debt
2 collectors in Customers’ credit reports after creating accounts on their behalf with Credit Karma, a
3 popular personal finance website, which allowed Optima to more easily initiate disputes and
4 monitor its Customers’ credit reports.

5 22. Optima misled Customers as to what services it was ultimately providing and what
6 effect those services would have on their credit. Optima attempted to convince Customers that
7 causing their loans to go into default would lead to the loans being “discharged” or “dismissed.” In
8 April 2019, regardless of the actual status of each Customer’s loans, Optima emailed to Customers
9 the following message:

10 I wanted to provide you a quick update regarding your private student
11 loans dismissal, At this time your lender has waived your debt and
12 considered it as “Debt loss by Grantor”. This is half of the battle and
what we need to do at this time is work with the 3 credit bureaus to
remove the negative remarks

13 23. Many Customers reasonably understood this message to mean that they no longer
14 owed money on their student loans. That was false.

15 24. Instead, many Customers later learned that they continued to owe money on their
16 student loans. Customers’ loan servicers had not “waived” or “dismissed” the debt; the servicers
17 had simply charged off the loans and sold them to debt collectors with a corresponding negative
18 effect on Customers’ credit. An Optima employee noted one Customer’s reaction:

19 He was completely upset and uncertain to continue the process. He was
20 never told that he was going to be placed in a default and delinquent
21 status. It was new news to him. He said he spoke to [two separate
Optima representatives] for over an hour each and it was never brought
up.

22 25. Optima attempted to assuage Customers’ concerns by claiming that it was
23 “currently in the final stages and working with the credit bureaus in dismissing the debt.” Optima
24 told Customers that it would next “help the bureaus identify . . . you and the credit report to
25 remove the loan and/or remove hard remarks.” Asking for continued patience with its “process,”
26 Optima told one Customer it would cure any negative effects by “removing all negative remarks
27 and/or removing the loan in total (by remove we mean deleted from your credit report).” In
28 reality, there were no apparent reasons why credit bureaus would have complied with Optima’s

1 baseless disputes—and none apparently have.

2 26. At this stage, many Customers became disillusioned and requested that Optima
3 provide refunds or otherwise stopped making payments to Optima. Optima made false threats in
4 response, telling one Customer: “Your case will be suspe[nded], due to the past due payments. If
5 I place your case on hold due to non payment, You will have to pay Navient and Discover back the
6 \$65,000.” In one form email, Optima notified past-due Customers that “you must contact our
7 offices and take action in order to proceed with your resolution and prevent aggressive collection
8 efforts by your lender.” Optima told several other Customers that “[i]f your payment issue is not
9 resolved within the next 48 hours, your Power of Attorney will be revoked and your case closed
10 without any further notice. . . . Once our Power of Attorney is revoked, please note that your
11 lender will contact you directly and require you to pay your debt in full.” In fact, the Customers
12 already continued to owe their lenders and no debt had been “dismissed,” “discharged,” “waived,”
13 or “wiped away,” as Optima had claimed.

14 27. With other Customers, Optima simply stopped responding to repeated emails and
15 telephone calls asking for status updates. Optima also failed to forward notices from servicers and
16 debt collectors.

17 28. Optima and its Affiliates continue to refuse refunds previously requested by some
18 Customers.

19 29. Throughout its dealings, Optima never disclosed that very few borrowers would ever
20 be able to “dismiss” or “discharge” a student loan with no remaining debt and no negative
21 repercussions to their credit.

22 30. Optima also never disclosed to Customers that the services it actually performed
23 could be done by any consumer directly free of charge, without need of an expensive go-between.

24 **APPLICABLE LAW – SLSA**

25 31. The Commissioner has jurisdiction over the licensing and regulation of persons
26 engaged in the business of servicing student loans under the Student Loan Servicing Act (SLSA)
27 (Fin. Code, § 28100 et seq.).

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1 32. No person shall “engage in the business of servicing a student loan in this state
2 without first obtaining a license” under the SLSA. (Fin. Code, § 28102, subd. (a).)

3 33. “Servicing” includes “[i]nteracting with a borrower related to that borrower’s student
4 loan, with the goal of helping the borrower avoid default on his or her student loan.” (Fin. Code,
5 § 28104, subd. (1)(3).)

6 34. Financial Code section 28160 provides, in pertinent part:

7 Whenever, in the opinion of the commissioner, a person is engaged in
8 the business of servicing student loans in this state, either actually or
9 through subterfuge, without a license from the commissioner, the
10 commissioner may order that person to desist and refrain. If, within 30
11 days after an order is served, a request for a hearing is filed in writing
12 and the hearing is not held within 60 days of the filing, the order is
13 rescinded.

14 35. Financial Code section 28170, subdivision (a), provides, in pertinent part:

15 If, upon inspection, examination or investigation, based upon a
16 complaint or otherwise, the department has cause to believe that a
17 person is engaged in the business of servicing student loans without a
18 license, or a licensee or person is violating any provision of this division
19 or any rule or order thereunder, the department may issue a citation to
20 that person in writing, describing with particularity the basis of the
21 citation. Each citation may contain an order to desist and refrain and an
22 assessment of an administrative penalty not to exceed two thousand five
23 hundred dollars (\$2,500).

24 **ORDER TO DESIST AND REFRAIN – SLSA [Fin. Code, § 28102]**

25 36. Optima serviced student loans within the meaning of Financial Code section 28104,
26 subdivision (k)(3), by acting as an intermediary between borrowers and the borrowers’ lenders or
27 loan servicers with the “goal of helping the borrower avoid default on the borrower’s student loan.”

28 37. Optima has never been licensed by the Commissioner under the SLSA; Check
Sellers, Bill Payers and Proraters Law (Fin. Code, § 12000 et seq.); or any other law under the
Commissioner’s jurisdiction.

 38. Based on the foregoing, the Commissioner is of the opinion that Optima Advocates,
Inc., violated Financial Code section 28102, subdivision (a), by engaging in the business of
servicing a student loan in this state without first obtaining a license pursuant to the SLSA.

 39. Pursuant to Financial Code section 28160, Optima Advocates, Inc., is hereby
ordered to desist and refrain from violating Financial Code section 28102, subdivision (a) (SLSA

1 Desist and Refrain Order).

2 40. This SLSA Desist and Refrain Order is necessary, in the public interest and
3 consistent with the purposes, policies, and provisions of the SLSA. This SLSA Desist and Refrain
4 Order shall remain in full force and effect until further order of the Commissioner.

5 **ASSESSMENT OF ADMINISTRATIVE PENALTY – SLSA [Fin. Code, § 28170]**

6 41. Pursuant to Financial Code section 28170, subdivision (a), Optima Advocates, Inc.,
7 is hereby ordered to pay the Commissioner an administrative penalty of \$2,500.00 no later than
8 April 12, 2021. This penalty shall be paid with a cashier’s check made payable to the Department
9 of Financial Protection and Innovation. The cashier’s check shall be mailed to the attention of
10 “Accounting – Litigation” at Department of Financial Protection and Innovation, 2101 Arena
11 Boulevard, Sacramento, California 95834-2036. Notice of such payment shall be forwarded to
12 Adam Wright, Senior Counsel, Department of Financial Protection and Innovation, Enforcement
13 Division, 320 West 4th Street, Suite 750, Los Angeles, California 90013.

14 **APPLICABLE LAW – CCFPL**

15 42. The Commissioner has jurisdiction over the regulation of persons engaged in
16 offering or providing a consumer financial product or service in California and affiliated service
17 providers under the California Consumer Financial Protection Law (CCFPL) (Fin. Code, § 90000 et
18 seq.).

19 43. Under the CCFPL, it is unlawful for a “covered person” to “[e]ngage, have engaged,
20 or propose to engage in any unlawful, unfair, deceptive, or abusive act or practice with respect to
21 consumer financial products or services.” (Fin. Code, § 90003, subd. (a)(1).)

22 44. A “covered person” is “[a]ny person that engages in offering or providing a
23 consumer financial product or service to a resident of this state.” (Fin. Code, § 90005, subd. (f)(1).)

24 45. A “consumer financial product or service” is generally a “financial product or
25 service that is delivered, offered, or provided for use by consumers primarily for personal, family,
26 or household purposes.” (Fin. Code, § 90005, subd. (e)(1).)

27 46. “Financial product or service” includes, among other things, “[p]roviding financial
28 advisory services . . . including . . . [p]roviding services to assist a consumer with debt management

1 or debt settlement, modifying the terms of any extension of credit, or avoiding foreclosure.” (Fin.
2 Code, § 90005, subd. (k)(8)(B).)

3 47. A deceptive act or practice includes a representation, omission, or practice that is
4 likely to mislead consumers acting reasonably under the circumstances and is material. (See
5 *Consumer Financial Protection Bureau v. Gordon* (9th Cir. 2016) 819 F.3d 1179, 1192-1193 & fn.
6 7 [defining deceptive act or practice in context of federal Consumer Financial Protection Act of
7 2010].)

8 48. Financial Code section 90015, subdivision (d), provides:

9 (1) If, in the opinion of the department, any person engages, has
10 engaged, or proposes to engage in any activity prohibited by Section
11 90003 or 90004, the department may issue an order directing the person
12 to desist and refrain from engaging in the activity, act, practice, or
13 course of business.

14 (2) If that person fails to file a written request for a hearing within 30
15 days from the date of service of the order, the order shall be deemed a
16 final order of the commissioner.

17 49. “After notice and an opportunity to be heard, the commissioner may, by order, assess
18 penalties” under Financial Code section 90012, subdivision (c). (Fin. Code, § 90015, subd. (c).)

19 50. In any administrative action brought under the CCFPL, “[a]ny person that violates,
20 through any act or omission, any provision of [the CCFPL] shall forfeit and pay a penalty . . . [that]
21 may not exceed the greater of either five thousand dollars (\$5,000) for each day during which the
22 violation or failure to pay continues, or two thousand five hundred dollars (\$2,500) for each act or
23 omission in violation.” (Fin. Code, § 90012, subd. (c)(1)(A)(i).)

24 51. In any administrative action under Financial Code section 90015, the Commissioner
25 may include a claim for ancillary relief as provided in section 90012, subdivision (b). (Fin. Code,
26 § 90015, subd. (e).)

27 52. Relief may include, but is not limited to, “[r]efund of moneys or return of real
28 property,” restitution, and “[d]isgorgement or compensation for unjust enrichment, with any
disgorged amounts returned to the affected consumers, to the extent practicable.” (Fin. Code,
§ 90012, subd. (b).)

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APPLICABLE LAW – TSR

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2 53. The Telemarketing Sales Rule (TSR) (16 C.F.R. §§ 310.1-310.9) is the
3 implementing regulation of the federal Telemarketing and Consumer Fraud and Abuse Prevention
4 Act (Telemarketing Act) (15 U.S.C. §§ 6101-6108). Pursuant to section 3(c) of the Telemarketing
5 Act (15 U.S.C. § 6102(c)) and section 18(d)(3) of the Federal Trade Commission Act (FTC Act)
6 (15 U.S.C. § 57a(d)(3)), a violation of the TSR constitutes an unfair or deceptive act or practice in
7 or affecting commerce in violation of section 5(a) of the FTC Act (15 U.S.C. § 45(a)).

8 54. It is a violation of the TSR for any seller or telemarketer to request or receive
9 payment of any fee or consideration for any debt-relief service until and unless: (1) the “seller or
10 telemarketer has renegotiated, settled, reduced, or otherwise altered the terms of at least one debt
11 pursuant to a settlement agreement, debt management plan, or other such valid contractual
12 agreement executed by the customer” and (2) the “customer has made at least one payment pursuant
13 to that settlement agreement, debt management plan, or other valid contractual agreement between
14 the customer and the creditor or debt collector.” (16 C.F.R. § 310.4(a)(5)(i).)

15 55. Under the TSR, “debt relief service” is “any program or service represented, directly
16 or by implication, to renegotiate, settle, or in any way alter the terms of payment or other terms of
17 the debt between a person and one or more unsecured creditors or debt collectors, including, but not
18 limited to, a reduction in the balance, interest rate, or fees owed by a person to an unsecured
19 creditor or debt collector.” (16 C.F.R. § 310.2(o).)

20 56. Under the TSR, a “seller” is “any person who, in connection with a telemarketing
21 transaction, provides, offers to provide, or arranges for others to provide goods or services to the
22 customer in exchange for consideration.” (16 C.F.R. § 310.2(dd).)

23 57. Under the TSR, a “telemarketer” is “any person who, in connection with
24 telemarketing, initiates or receives telephone calls to or from a customer.” (16 C.F.R. § 310.2(ff).)

25 58. Under the TSR, “telemarketing” is, in relevant part, “a plan, program, or campaign
26 which is conducted to induce the purchase of goods or services . . . by use of one or more
27 telephones and which involves more than one interstate telephone call.” (16 C.F.R. § 310.2(gg).)

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DESIST AND REFRAIN ORDER – CCFPL [Fin. Code, § 90015, subd. (d)]

59. Optima is a “covered person” under the CCFPL that engages in offering or providing consumer financial products or services to California residents, including financial advisory services such as assisting consumers with debt management or debt settlement and modifying the terms of any extension of credit. (Fin. Code, § 90005, subd. (k)(8)(B).)

60. Optima is a seller and telemarketer that provided, offered to provide, or arranged for others to provide debt relief services within the meaning of the TSR.

61. Optima requested and received from Customers advance fees for debt relief services in violation of 16 Code of Federal Regulations part 310.4(a)(5).

62. Based on the foregoing, the Commissioner is of the opinion that Optima Advocates, Inc., violated Financial Code section 90003, subdivision (a)(1), by engaging, having engaged, or proposing to engage in unlawful (through its above-stated violations of the SLSA and the FTC Act) and deceptive acts and practices (through its misleading offering and performance of high-priced debt relief services) with respect to consumer financial products or services.

63. Pursuant to Financial Code section 90015, subdivision (d)(1), Optima Advocates, Inc., is hereby ordered to desist and refrain from violating Financial Code section 90003, subdivision (a)(1) (CCFPL Desist and Refrain Order).

64. This CCFPL Desist and Refrain Order is necessary, in the public interest and consistent with the purposes, policies, and provisions of the CCFPL. This CCFPL Desist and Refrain Order shall remain in full force and effect until further order of the Commissioner.

CLAIM FOR ANCILLARY RELIEF – CCFPL [Fin. Code, § 90015, subd. (e)]

65. Based on the foregoing, the Commissioner is of the opinion that Optima Advocates, Inc., collected fees from 18 California consumers in connection with acts or practices that violated Financial Code section 90003, subdivision (a)(1).

66. Pursuant to Financial Code section 90012, subdivision (b), Optima Advocates, Inc., is hereby ordered to refund all fees it collected from all 18 California consumers. Optima Advocates, Inc., shall pay each of the 18 refunds directly to the respective consumer no later than March 15, 2021. No later than April 12, 2021, notice of the refund payments shall be sent to Adam

1 Wright, Senior Counsel, Department of Financial Protection and Innovation, Enforcement Division,
2 320 West 4th Street, Suite 750, Los Angeles, California 90013.

3 **ASSESSMENT OF PENALTY – CCFPL [Fin. Code, § 90015, subd. (c)]**

4 67. Based on the foregoing, the Commissioner is of the opinion that Optima Advocates,
5 Inc., violated Financial Code section 90003, subdivision (a)(1), on at least 18 separate occasions by
6 engaging, having engaged, or proposing to engage in unlawful and deceptive acts or practices with
7 respect to consumer financial products or services.

8 68. Pursuant to Financial Code section 90012, subdivision (c), and after due
9 consideration of possible mitigating factors and other appropriateness considerations per
10 subdivision (c)(1)(B), Optima Advocates, Inc., is hereby ordered to pay the Commissioner a penalty
11 of \$45,000.00 no later than April 12, 2021. This penalty shall be paid with a cashier’s check made
12 payable to the Department of Financial Protection and Innovation. The cashier’s check shall be
13 mailed to the attention of “Accounting – Litigation” at Department of Financial Protection and
14 Innovation, 2101 Arena Boulevard, Sacramento, California 95834-2036. Notice of such payment
15 shall be forwarded to Adam Wright, Senior Counsel, Department of Financial Protection and
16 Innovation, Enforcement Division, 320 West 4th Street, Suite 750, Los Angeles, California 90013.

17 Dated: February 3, 2021
18 Los Angeles, California

MANUEL P. ALVAREZ
Commissioner of Financial Protection and Innovation



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20 By: _____
21 MARY ANN SMITH
22 Deputy Commissioner
23 Enforcement Division
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