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9 Attorneys for Complainant

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,) SETTLEMENT AGREEMENT
15)
16 Complainant,)
17 v.)
18 OPTIMA ADVOCATES, INC.,)
19 Respondent.)
20)

21 This Settlement Agreement (Agreement) is entered into between the Commissioner of
22 Financial Protection and Innovation (Commissioner), Respondent Optima Advocates, Inc. (Optima
23 Advocates), and Essam Abdullah (Abdullah, and, collectively with the Commissioner and Optima
24 Advocates, the Parties) and is made with respect to the following facts:

25 A. 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 B. The Commissioner also has jurisdiction over the regulation of persons engaged in
2 offering or providing a consumer financial product or service in California and their affiliated
3 service providers under the California Consumer Financial Protection Law (CCFPL) (Fin. Code, §
4 90000 et seq.).

5 C. Optima Advocates is or was a California corporation with a principal place of
6 business listed with the California Secretary of State at 19900 MacArthur Boulevard, Suite 280,
7 Irvine, California 92612.

8 D. Optima Advocates is owned and controlled by Abdullah.

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

12 F. On February 3, 2021, the Commissioner issued a Citation with Order to Desist and
13 Refrain and Assessment of Administrative Penalty under the SLSA and a Desist and Refrain Order
14 with Claim for Ancillary Relief and Penalty Assessment under the CCFPL (Order).

15 G. The Order found that Optima Advocates had violated both the SLSA (by acting as an
16 intermediary between borrowers and the borrowers’ lenders or loan servicers with the “goal of
17 helping the borrower avoid default on the borrower’s student loan” without a license) and the
18 CCFPL (by (1) engaging in unlicensed SLSA servicing activity under the SLSA, (2) violating the
19 Federal Trade Commission Act through the receipt of advance fees for debt relief services, and (3)
20 engaging in deceptive acts and practices by misleading consumers as to the nature and results of
21 Optima Advocates’ services).

22 H. The Commissioner served the Order on Optima Advocates.

23 I. Optima Advocates did not request a hearing on the Order. Optima Advocates and
24 Abdullah did not and do not contest the Order’s findings and conclusions.

25 J. The Order is now final.

26 K. Optima Advocates and Abdullah represent to the Commissioner that, upon receipt of
27 the Order, immediately and in good faith, Optima Advocates and Abdullah complied with the Order
28 by (1) issuing refunds in the form of checks for all fees received by Optima from California-

1 resident clients (Refunds), (2) paying to the Commissioner the \$47,500.00 in penalties assessed
2 under the Order, and (3) ensuring that Optima Advocates, Abdullah, and any Affiliates do not offer
3 or provide the student-loan debt-relief services described in the Order.

4 L. It is the intention of the Parties to this Agreement to resolve this matter without the
5 necessity of a hearing or other litigation.

6 NOW THEREFORE, in consideration of the foregoing, and the terms and conditions set
7 forth herein, the Parties agree as follows:

8 1. Purpose. The Commissioner finds that entering into this Agreement is in the public
9 interest and consistent with the purposes fairly intended by the policies and provisions of the SLSA
10 and the CCFPL.

11 2. Waiver of Hearing Rights. Optima Advocates and Abdullah agree to not request
12 a hearing on the Order. Optima Advocates and Abdullah acknowledge their right under the SLSA
13 and the CCFPL to an administrative hearing on the Order and hereby waive such right to a hearing
14 and to any reconsideration, appeal, injunction, or other review that may be afforded under the
15 SLSA; CCFPL; Administrative Procedure Act, including Government Code section 11415.60,
16 subdivision (b); Code of Civil Procedure; or any other provision of law.

17 3. Order. By waiving their hearing rights described in paragraph 2 above, Optima
18 Advocates and Abdullah understand, acknowledge, and consent to the finality of the Order.

19 4. Handling of Uncashed Checks. Optima Advocates shall escheat any unclaimed
20 Refunds to the California State Controller’s Office within the period provided by Code of Civil
21 Procedure section 1520 of the Unclaimed Property Law (Code of Civ. Proc., § 1500 et seq.).

22 5. Commissioner’s Duties. Nothing in this Agreement limits the Commissioner’s
23 ability to assist any other government agency with any action brought by that agency (city, county,
24 state or federal) with any prosecution, administrative, civil, and/or criminal brought by any such
25 agency against Optima Advocates, including an action based on any of the acts, omissions, or
26 events described in this Agreement.

27 6. Independent Legal Advice. Each party represents that it has received independent
28 advice from its counsel or representatives regarding the advisability of executing this Agreement.

1 7. Reliance. Each party represents that in executing this Agreement it has relied solely
2 on the statements in the Agreement and on the advice of its counsel or representatives. Each party
3 also represents that it has not relied on any statement or promise not contained in this Agreement
4 from any other person or on the failure of such person to make a statement or promise. The Parties
5 have included this clause to preclude any claim that a party was fraudulently induced to execute this
6 Agreement.

7 8. Integration. This Agreement is the final written expression and the complete and
8 exclusive statement of all the agreements, conditions, promises, representations, and covenants
9 between the Parties concerning its subject matter and supersedes all discussion regarding such
10 subject matter between the Parties, their representatives, and any other person. The Parties have
11 included this clause to preclude the introduction of parol evidence to vary, interpret, supplement, or
12 contradict the terms of this Agreement.

13 9. No Presumption Against Drafting Party. Each party acknowledges that it has had the
14 opportunity to draft, review, and edit the language of this Agreement. Accordingly, the Parties
15 intend that no presumption for or against the drafting party will apply in construing any part of this
16 Agreement. The Parties waive the benefit of Civil Code section 1654 as amended or corresponding
17 provisions of any successor statute, which provide that in cases of uncertainty, language of a
18 contract should be interpreted most strongly against the party that caused the uncertainty to exist.

19 10. Waiver, Amendments, and Modifications. No waiver, amendment, or modification
20 of this Agreement will be valid or binding unless it is in writing and signed by all Parties affected
21 by it. Waiver of a provision of this Agreement will not be deemed a waiver of any other provision.

22 11. Headings. The headings in this Agreement are for convenience only and do not
23 affect its meaning.

24 12. Governing Law. This Agreement will be governed by and construed in accordance
25 with the laws of the State of California.

26 13. Authority to Sign. Each party represents that the person signing this Agreement on
27 its behalf has the authority and capacity to do so.

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1 14. Voluntary Agreement. Optima Advocates and Abdullah enter into this Agreement
2 voluntarily and without coercion and acknowledges that no promises, threats, or assurances about
3 this Agreement have been made by the Commissioner or any of her officers or agents.

4 15. Counterparts. This Agreement may be executed in any number of counterparts, each
5 of which will be deemed an original when executed. All counterparts together will be deemed to
6 constitute a single document.

7 16. Signatures. A signature delivered by facsimile or electronic mail will be deemed an
8 original signature.

9 17. Effective Date. This Settlement Agreement will become effective on the date it is
10 signed by all Parties and delivered by the Commissioner to Optima Advocates’ counsel by
11 electronic mail at anthonylmarcus@gmail.com.

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Dated: June 15, 2021

MANUEL P. ALVAREZ
Commissioner of Financial Protection and Innovation

By: _____
MARY ANN SMITH
Deputy Commissioner

Dated: June 8, 2021

OPTIMA ADVOCATES, INC.

By: _____
ESSAM ABDULLAH
Chief Executive Officer

Dated: June 8, 2021

By: _____
Essam Abdullah
In individual capacity

Approved as to form:

Dated: June 8, 2021

By: _____
Anthony L. Marcus (SBN 297368)
Anthony Marcus Law Firm