

CLOTHILDE V. HEWLETT  
Commissioner  
MARY ANN SMITH  
Deputy Commissioner  
MIRANDA LEKANDER  
Assistant Chief Counsel  
AFSANEH EGHBALDARI (State Bar No. 250107)  
Senior Counsel  
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Attorneys for Complainant

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

In the Matter of:	)	
	)	
THE COMMISSIONER OF FINANCIAL	)	SETTLEMENT AGREEMENT
PROTECTION AND INNOVATION,	)	
	)	
Complainant,	)	
v.	)	
	)	
DOCUPROS doing business as DOCU-PROS	)	
and GUSTAVO ADOLFO LOPEZ,	)	
	)	
Respondents.	)	

This Settlement Agreement (Settlement Agreement) is entered into between the Commissioner of Financial Protection and Innovation (Commissioner), and Respondents DOCUPROS doing business as Docu-Pros (DOCUPROS) and Gustavo Adolfo Lopez (Lopez) (collectively, the Respondents), and is made with respect to the following facts.

**I.**

**Recitals**

A. The Commissioner has jurisdiction over the licensing and regulation of persons engaged in the business of servicing student loans under the Student Loan Servicing Act (SLSA)

(Cal. Fin. Code § 28100, *et seq.*).

B. The Commissioner also has jurisdiction over the regulation of persons who engage, have engaged, and propose to engage in offering or providing a consumer financial product or service in California and affiliated service providers under the California Consumer Financial Protection Law (CCFPL) (Cal. Fin. Code § 90000, *et seq.*).

C. At all relevant times, DOCUPROS was a California corporation with its principal addresses at 3111 Camino Del Rio North, Suite 400, San Diego, California 92108 and 6576 Friars Road, Suite 106, San Diego, California 92108.

D. Lopez is the owner of DOCUPROS and is authorized to enter into this Settlement Agreement on behalf of DOCUPROS.

E. Beginning in at least January of 2020, DOCUPROS marketed student loan forgiveness and student loan modification services to student loan borrowers in California and nationwide.

F. DOCUPROS would advertise its services to student loan borrowers and acquire customers via unsolicited telephone calls or by unsolicited robocalls.

G. During these unsolicited sales calls, DOCUPROS would give student borrowers the impression that it was part of, or affiliated with, an official government agency. For example, the company represented that it had personal information about each borrower, such as the borrower's student loan balance. Moreover, DOCUPROS represented that it provides "document preparation" and processing services through, or in affiliation with, the United States Department of Education, a federal agency.

H. During unsolicited sales calls, DOCUPROS representatives told at least two California borrowers that DOCUPROS could help them modify and lower their federal student loan payments or assist them with student loan forgiveness.

I. While on a sales call, a DOCUPROS representative had at least one California borrower access their Federal Student Aid (FSA) account, reset the login password, and provide the new password to the representative, so the representative could access the borrower's FSA account.

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1 J. The representative used high-pressure sales tactics on at least one California  
2 borrower to enroll in the company's services, even after the borrower stated that they could not  
3 afford the service fee. The borrower felt as though the only way to end the call was to give the  
4 representative their credit card information.

5 K. While on a sales call, a DOCUPROS representative obtained at least one California  
6 borrower's social security number, debit card, and credit card information in order to automatically  
7 charge the company's service fee to the borrower's debit card or credit card.

8 L. DOCUPROS charged a variable fee ranging from \$299.00 to \$1,499.00 for its loan  
9 modification or loan forgiveness assistance services. Borrowers were allowed to pay the fee in three  
10 installment payments.

11 M. From April of 2020 to the date of this Settlement Agreement, Respondents collected  
12 advanced fees in the amount of \$206,750.31 from 265 California consumers for student loan  
13 modification, forgiveness or debt relief services.

14 N. On August 1, 2022, the Commissioner issued an administrative action to the  
15 Respondents, which contained the following orders and claims (hereinafter, Administrative Order):

- 16 i. Desist and refrain Order against DOCUPROS for engaging in the business of  
17 servicing a student loan in this state without first obtaining a license in  
18 violation of the SLSA;
- 19 ii. Order to pay a penalty in the amount of \$2,500.00 for violating the SLSA  
20 against DOCUPROS;
- 21 iii. Desist and refrain Order against the Respondents for engaging in unlawful and  
22 deceptive acts and practices with respect to consumer financial products or  
23 services in violation of the SLSA, the CCFPL, the Federal Trade Commission  
24 Act (15 U.S.C.A. § 57a(d)(3)) (FTC Act), and the Telemarketing Sales Rule  
25 (16 C.F.R. §§ 310.1-310.9) (TSR);
- 26 iv. Claim for Ancillary Relief against the Respondents requiring them to rescind  
27 all agreements between DOCUPROS and California consumers;

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- v. Claim for Ancillary Relief against the Respondents requiring them to refund all fees, payments and moneys DOCUPROS collected from California consumers; and
- vi. Order to pay a penalty for violating the CCFPL, FTC Act, and TSR against the Respondents in an amount to be determined by multiplying the number of unlawful agreements by \$2,500.00 in accordance with Financial Code section 90012, subdivision (c)(1)(A)(i).

O. The Administrative Order was served on the Respondents and their counsel on August 2, 2022 and August 5, 2022, respectively. Respondents timely requested a hearing.

P. Respondents admit to the jurisdiction of the Commissioner and without admitting or denying the Commissioner’s the factual findings in the Settlement Agreement, Respondents consent to the entry of this settlement agreement.

Q. It is the intention of the parties to this Settlement Agreement to resolve this matter without the necessity of a hearing or other litigation.

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

## II.

### Terms and Conditions

1. Purpose. This Settlement Agreement resolves the issues before the Commissioner, set forth in paragraphs A to Q, above, in a manner that avoids the expense of a hearing and other possible court proceedings, protects consumers, is in the public interest, and is consistent with the purposes, policies, and provisions of the SLSA and CCFPL.

2. Waiver of Hearing Rights. Respondents acknowledge their right to an administrative hearing under the SLSA and CCFPL in connection with the Administrative Order and hereby waive their right to a hearing, and to any reconsideration, appeal, or other rights which may be afforded pursuant to the SLSA, CCFPL, California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law in connection with these matters.

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1           3.       Final Desist and Refrain Orders. Pursuant to Financial Code sections 28170 and  
2 90015, subdivision (d), DOCUPROS doing business as Docu-Pros and Gustavo Adolfo Lopez are  
3 hereby ordered to desist and refrain from engaging in the business of servicing a student loan in this  
4 state without first obtaining a license, in violation of SLISA, and are ordered to desist and refrain  
5 from engaging in unlawful and deceptive acts and practices with respect to consumer financial  
6 products or services in violation of the SLISA, CCFPL, FTC Act, and TSR, as described in the  
7 Administrative Order. These desist and refrain orders are final and effective from the effective date  
8 of this Settlement Agreement, as defined in paragraph 28 (Effective Date).

9           4.       Rescission of Contracts. Pursuant to Financial Code sections 90015, subdivision (e),  
10 and 90012, subdivision (b)(1), all contracts between DOCUPROS and any California consumer  
11 regarding its services (Contracts) are hereby rescinded. Respondents shall not assign, sell, or  
12 transfer the Contracts to any other entity, nor shall Respondents charge or collect any additional  
13 payments pursuant to the Contracts.

14           5.       Refunds. Pursuant to Financial Code section 90012, subdivision (b)(2),  
15 DOCUPROS doing business as Docu-Pros, Gustavo Adolfo Lopez, and/or DOCUPROS' officers,  
16 successors, and assigns, by whatever names they might be known, jointly and severally, are hereby  
17 ordered to refund or credit all fees, payments and moneys Respondents collected from California  
18 consumers, and which the Respondents have not already provided a consumer refund, by no later  
19 than ninety calendar days after the Effective Date of this Settlement Agreement. All Refunds shall  
20 be paid directly to the respective California consumers by mailing a check to the California  
21 consumers' current mailing address, or by issuing a credit back to the California consumers' credit  
22 card account. Payment of a refund to any consumer under this Settlement Agreement may not be  
23 conditioned on that consumer waiving any right.

24           6.       Proof of Refunds. No later than ninety-five calendar days after the Effective Date of  
25 this Settlement Agreement, the Respondents shall provide the Commissioner with satisfactory proof  
26 of Refunds, including a report containing each California consumer's name, the total amount  
27 collected from the California consumer, the amount of the refund, the date the refund was issued,  
28 and an indication of whether the refund payment was accepted by the California consumer.

Satisfactory proof of Refunds shall be sent to Afsaneh Eghbaldari, by email at:  
affi.eghbaldari@dfpi.ca.gov.

7. Handling of Unclaimed Refunds. Respondents shall escheat any returned or unclaimed Refunds to the California State Controller’s Office within the period provided by Code of Civil Procedure section 1520 of the Unclaimed Property Law (Cal. Code Civ. Proc. § 1500, *et seq.*). In the event of escheat, notice of escheatment shall be sent to Afsaneh Eghbaldari, by email at: affi.eghbaldari@dfpi.ca.gov within seven calendar days of escheatment. Notice of escheatment shall include a copy of any escheatment report(s) submitted to the California State Controller.

8. Notice to California Consumers. No later than seven calendar days after the Effective Date of this Settlement Agreement, Respondents shall send to each California consumer’s last known email address and last known physical mailing address a notice containing the following language:

Pursuant to the settlement with the California Department of Financial Protection and Innovation, Docu-Pros is refunding all fees, payments, and moneys you paid to Docu-Pros. You will receive a refund in the amount of \$XXX.xx. All agreements between you and Docu-Pros are hereby rescinded. Docu-Pros plans to either mail a check to your current mailing address or credit your credit card account. Please contact Docu-Pros immediately at duprf11@gmail.com or 1-800-348-2897 to confirm your current mailing address or confirm your credit card information.

9. Payment of Penalty. Pursuant to Financial Code sections 28170 and 90012, subdivision (c), DOCUPROS doing business as Docu-Pros and Gustavo Adolfo Lopez, jointly and severally, shall pay the Commissioner the penalty amount of \$40,000.00 no later than thirty calendar days after the Effective Date of this Settlement Agreement. The amount shall be paid to the Commissioner by ACH transfer, pursuant to instructions which shall be separately provided. Notice of penalty payment shall be sent concurrently to Afsaneh Eghbaldari, by email at: affi.eghbaldari@dfpi.ca.gov.

10. Full and Final Settlement. The Parties hereby acknowledge and agree that this Settlement Agreement is intended to constitute a full, final, and complete resolution of the Findings, and that no further proceedings or actions will be brought by the Commissioner in connection with

1 the findings under the SLSA, CCFPL or any other provision of law, excepting therefrom any  
2 proceeding to enforce compliance with the terms of this Settlement Agreement.

3 11. Failure to Comply with Settlement Agreement. Respondents agree that, if they fail  
4 to comply with the terms of this Settlement Agreement, the Commissioner may avail herself of any  
5 remedies she has under the SLSA, CCFPL, or any other provision of law, until Respondents are in  
6 compliance. Respondents waive any notice and hearing rights which may be afforded under the  
7 SLSA, CCFPL, the California Administrative Procedure Act, the California Code of Civil  
8 Procedure, or any other provision of law, that the Commissioner may use to ensure compliance with  
9 this Settlement Agreement.

10 12. Binding. This Settlement Agreement is binding on all heirs, assigns, and/or  
11 successors in interest.

12 13. Information Willfully Withheld or Misrepresented. This Settlement Agreement may  
13 be rescinded by the Commissioner, and the Commissioner may pursue any and all remedies  
14 available under the law against Respondents, if the Commissioner discovers that Respondents  
15 have knowingly, or willfully withheld or misrepresented information used for and relied upon in  
16 this Settlement Agreement.

17 14. Commissioner's Duties. Nothing in this Settlement Agreement limits the  
18 Commissioner's ability to assist any other government agency with any action brought by that  
19 agency (city, county, state or federal) with any prosecution, administrative, civil, and/or criminal  
20 brought by any such agency against the Respondents, including an action based on any of the acts,  
21 omissions, or events described in this Settlement Agreement.

22 15. Independent Legal Advice. Each party represents that it has received independent  
23 advice from its counsel or representatives regarding the advisability of executing this Settlement  
24 Agreement.

25 16. Reliance. Each of the Parties represents, warrants, and agrees that in executing this  
26 Settlement Agreement that it has relied solely on the statements set forth herein and the advice of its  
27 own counsel. Each of the Parties further represents, warrants, and agrees that in executing this  
28 Settlement Agreement it has placed no reliance on any statement, representation, or promise of any

1 other party, or any other person or entity not expressly set forth herein, or upon the failure of any  
2 party or any other person or entity to make any statement, representation or disclosure of anything  
3 whatsoever. The Parties have included this clause: (1) to preclude any claim that any party was in  
4 any way fraudulently induced to execute this Settlement Agreement; and (2) to preclude the  
5 introduction of parol evidence to vary, interpret, supplement, or contradict the terms of this  
6 Settlement Agreement.

7 17. Waiver, Amendments, and Modifications. No waiver, amendment, or modification of  
8 this Settlement Agreement will be valid or binding unless it is in writing and signed by each of the  
9 Parties. The waiver of any provision of this Settlement Agreement will not be deemed a waiver of  
10 any other provision. No waiver by either party of any breach of, or of compliance with, any  
11 condition or provision of this Settlement Agreement by the other party will be considered a waiver  
12 of any other condition or provision or of the same condition or provision at another time.

13 18. Full Integration. This Settlement Agreement is the final written expression and the  
14 complete and exclusive statement of all the agreements, conditions, promises, representations, and  
15 covenants between the Parties with respect to the subject matter hereof, and supersedes all prior or  
16 contemporaneous agreements, negotiations, representations, understandings, and discussions  
17 between and among the Parties, their respective representatives, and any other person or entity, with  
18 respect to the subject matter covered hereby.

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

26 20. Headings. The headings in this Settlement Agreement are for convenience only and  
27 will not be deemed a part hereof or affect the construction or interpretation of the provisions hereof.

28 21. Governing Law. This Settlement Agreement will be governed by and construed in



accordance with the laws of the State of California.

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

23. Voluntary Agreement. Respondents enter into this Settlement Agreement voluntarily and without coercion and acknowledge that no promises, threats or assurances have been made by the Commissioner or any officer, or agent thereof, about this Settlement Agreement. The Parties each represent and acknowledge that he, she, or it is executing this Settlement Agreement completely voluntarily and without any duress or undue influence of any kind from any source.

24. Notice. Any notice required under this Settlement Agreement shall be provided to each party at the following addresses.

If to Respondents: Docu-Pros and Gustavo Adolfo Lopez  
3111 Camino Del Rio N, Suite 400a  
San Diego, California 92108  
duprf11@gmail.com

If to the Commissioner: Afsaneh Eghbaldari, Senior Counsel  
Department of Financial Protection and Innovation  
1455 Frazee Road, Suite 315  
San Diego, California 92108  
affi.eghbaldari@dfpi.ca.gov

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

26. Signatures. A signature delivered by facsimile or email will be deemed an original signature.

27. Public Record. Respondents acknowledge that this Settlement Agreement is and will be a matter of public record.

28. Effective Date. This Settlement Agreement will become effective on the date it is signed by all Parties and delivered by the Commissioner to the Respondents' counsel by electronic mail at fs@shipkevich.com.

29. Authority to Sign. Each signatory hereto covenants that he or she possesses all necessary capacity and authority to sign and enter into this Settlement Agreement and undertake the obligations set forth herein.

Dated: November 1, 2022

CLOTHILDE V. HEWLETT  
Commissioner of Financial Protection and Innovation



By \_\_\_\_\_  
MARY ANN SMITH  
Deputy Commissioner  
Enforcement Division

DOCUPROS doing business as Docu-Pros and  
Gustavo Adolfo Lopez

Dated: October 31, 2022

By \_\_\_\_\_  
Gustavo Adolfo Lopez  
In his individual capacity, and as the owner of  
DOCUPROS Owner

Approved as to Form:

By \_\_\_\_\_  
Felix Shipkevich, Esq.  
Attorney on behalf of the Respondents