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10 BEFORE THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION  
11 OF THE STATE OF CALIFORNIA  
12

13 In the Matter of:

14 THE COMMISSIONER OF FINANCIAL )  
PROTECTION AND INNOVATION, )

CONSENT ORDER

15 )  
16 Complainant, )  
17 v. )

18 EDU DOC SUPPORT, LLC AND HAU H. )  
NGUYEN, )

19 Respondents. )  
20

21  
22 The Commissioner of Financial Protection and Innovation (Commissioner), and  
23 Respondents EDU Doc Support, LLC (EDU) and Hau H. Nguyen (Nguyen) (collectively, the  
24 Respondents) enter into this Consent Order with respect to the following facts:

25 I.

26 Recitals

27 This Consent Order is made with reference to the following:

28 ///

***Legal Background***

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.*).

***Applicable Law – SLSA***

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

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

E. “[H]elping [a] borrower avoid default on his or her student loan” includes, among other acts, assisting borrowers with obtaining loan deferments, consolidation, forbearance, income-sensitive repayment, income-based alternative repayment plans, or forgiveness benefits. (Cal. Code Regs., tit. 10, § 2041, subd. (b); 20 U.S.C. § 1083(e)(3)(C); 34 C.F.R. §§ 682.205(a)(5)(C), 682.411(d)(1).)

F. Under Financial Code section 28170, subdivision (a), if, upon inspection, examination or investigation, based upon a complaint or otherwise, the Commissioner has cause to believe that a person is engaged in the business of servicing student loans without a license, the Commissioner may issue a citation to that person in writing, describing with particularity the basis of the citation. Each citation may contain an order to desist and refrain and an assessment of an administrative penalty not to exceed \$2,500.00.

***Applicable Law – CCFPL***

G. Under the CCFPL, it is unlawful for a “covered person” to “[e]ngage, have engaged, or propose to engage in any unlawful, unfair, deceptive, or abusive act or practice with respect to

1 consumer financial products or services.” (Fin. Code, § 90003, subd. (a)(1).)

2 H. For any person who knowingly or recklessly provides substantial assistance to a  
3 covered person or service provider in violation of subdivision (a), or any rule or order issued  
4 thereunder, the provider of that substantial assistance shall be deemed to be in violation of that  
5 section to the same extent as the person to whom that assistance is provided. (Fin. Code, § 90003,  
6 subd. (b).)

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

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

12 K. “Financial product or service” includes, among other things, “[p]roviding financial  
13 advisory services ... including ... [p]roviding services to assist a consumer with debt management  
14 or debt settlement, modifying the terms of any extension of credit, or avoiding foreclosure.”  
15 (Fin. Code, § 90005, subd. (k)(8)(B).)

16 L. Under Financial Code section 90015, subdivision (d), if, in the opinion of the  
17 Commissioner, any person engages, has engaged, or proposes to engage in any activity prohibited by  
18 section 90003 or 90004, the Commissioner “may issue an order directing the person to desist and  
19 refrain from engaging in the activity, act, practice, or course of business.”

20 M. In any administrative action under Financial Code section 90015, the Commissioner  
21 may include a claim for ancillary relief as provided in section 90012, subdivision (b). (Fin. Code,  
22 § 90015, subd. (e).)

23 N. Relief may include, but is not limited to, “[r]escission or reformation of contracts.”  
24 “[r]efund of moneys[,]” and “[m]onetary penalties.” (Fin. Code, § 90012, subd. (b)(1), (2), (8).)

25 O. Under Financial Code section 90012, subdivision (c), in any administrative action  
26 brought pursuant to the CCFPL, any person that violates, through any act or omission, any provision  
27 of the CCFPL shall forfeit and pay a penalty not exceeding \$2,500.00 for each act or omission in  
28 violation of the CCFPL. (Fin. Code, § 90012, subd. (c)(1)(A)(i).)

*Applicable Law – TSR*

1  
2 P. The Telemarketing Sales Rule (TSR) (16 C.F.R. §§ 310.1-310.9) is the implementing  
3 regulation of the federal Telemarketing and Consumer Fraud and Abuse Prevention Act  
4 (Telemarketing Act) (15 U.S.C. §§ 6101-6108). Pursuant to section 3(c) of the Telemarketing Act  
5 (15 U.S.C. § 6102(c)) and section 18(d)(3) of the Federal Trade Commission Act (FTC Act) (15  
6 U.S.C. § 57a(d)(3)), a violation of the TSR constitutes an unfair or deceptive act or practice in or  
7 affecting commerce in violation of section 5(a) of the FTC Act (15 U.S.C. § 45(a)).

8 Q. 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  
13 pursuant to that settlement agreement, debt management plan, or other valid contractual agreement  
14 between the customer and the creditor or debt collector.” (16 C.F.R. § 310.4(a)(5)(i).)

15 R. 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 creditor  
19 or debt collector.” (16 C.F.R. § 310.2(o).)

20 S. 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 T. 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 U. 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 telephones  
27 and which involves more than one interstate telephone call.” (16 C.F.R. § 310.2(gg).)

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*Commissioner’s Findings*

V. At all relevant times, EDU was a California corporation with its principal address at 5000 Birch Street, Suite 3000, Newport Beach, California 92660.

W. Nguyen is the owner of EDU and is authorized to enter into this Consent Order on behalf of EDU.

X. Beginning at least as early as 2018, EDU marketed student loan forgiveness and student loan modification services to student loan borrowers in California and nationwide.

Y. EDU advertised its services to student loan borrowers and acquired customers via unsolicited telephone calls. In its marketing, EDU claimed that its services would assist consumers in obtaining student loan relief with EDU acting as an intermediary between borrowers and the borrowers’ lenders or loan servicers with the goal of helping those consumers lower or eliminate their student loan debts (Debt Relief Services).

Z. From 2018 to the present, at least 790 California consumers enrolled in EDU’s Debt Relief Services. Upon initial enrollment, consumers paid up-front servicing fees between \$116.00 to \$2,449.00. Respondents collected at least \$713,614.04 from California consumers.

AA. During these unsolicited sales calls, EDU gave student borrowers the impression that it was part of, or affiliated with, an official government agency. For example, the company represented that it possessed personal information about each borrower, such as the borrower’s student loan balance. Moreover, EDU represented that it provided “document preparation” and processing services through, or in affiliation with, the United States Department of Education, a federal agency.

BB. EDU representatives told consumers that EDU could help them modify and lower their federal student loan payments or assist them with student loan forgiveness.

CC. On one occasion, an EDU representative accessed a California (?) consumer’s Federal Student Aid (FSA) account and knew the exact debt amount of the consumer.

DD. Based on the facts above, the Commissioner finds that Respondents violated: (1) the SLSA by engaging in unlicensed student loan servicing activities, (2) the CCFPL by engaging in unlawful, unfair, deceptive, or abusive acts or practices with respect to consumer financial products

1 or services, and (3) the TSR by charging advance fees for debt relief services.

2 EE. Respondents admit to the jurisdiction of the Commissioner.

3 FF. It is the intention of the parties to this Consent Order to resolve this matter without  
4 the necessity of a hearing or other litigation.

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

7 **II.**

8 **Terms and Conditions**

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

13 2. Final Desist and Refrain Orders as to EDU. Pursuant to Financial Code sections  
14 28160 and 90015, subdivision (d), EDU Doc Support, LLC is hereby ordered to desist and refrain  
15 from engaging in the business of servicing a student loan in this state without first obtaining a  
16 license, in violation of SLSA, and is ordered to desist and refrain from engaging in unlawful and  
17 deceptive acts and practices with respect to consumer financial products or services in violation of  
18 the SLSA, CCFPL, FTC Act, and TSR. These desist and refrain orders are final and effective from  
19 the effective date of this Consent Order, as defined in paragraph 28 (Effective Date).

20 3. Final Desist and Refrain Orders as to Nguyen. Pursuant to Financial Code sections  
21 28160 and 90015, subdivision (d), Hau H. Nguyen is hereby ordered to desist and refrain from  
22 servicing any student loan in this state without first obtaining a license pursuant to the SLSA, and is  
23 further ordered to desist and refrain from engaging in unlawful or deceptive acts and practices with  
24 respect to consumer financial products or services in violation of the SLSA, CCFPL, FTC Act, and  
25 TSR. Hau H. Nguyen is further ordered to desist and refrain from owning, managing, operating, or  
26 controlling any entity that services student loans, or which offers or provides any consumer  
27 financial products or services as defined by the CCFPL, unless and until he or the entity has the  
28 applicable approvals from the Commissioner and is in compliance with the SLSA, CCFPL, FTC

1 Act and TSR. These orders are final and effective from the Effective Date of this Consent Order.

2 4. Rescission of Contracts. Pursuant to Financial Code sections 90015, subdivision (e),  
3 and 90012, subdivision (b)(1), all contracts between EDU Doc Support, LLC and any California  
4 consumer regarding its services (Contracts) are hereby rescinded. Respondents shall not assign, sell,  
5 hypothecate or transfer the Contracts to any other entity, nor shall Respondents charge or collect  
6 any additional payments pursuant to the Contracts.

7 5. Refunds. Pursuant to Financial Code section 90012, subdivision (b)(2), EDU Doc  
8 Support, LLC, Hau H. Nguyen, and/or EDU’s officers, successors, and assigns, by whatever names  
9 they might be known, jointly and severally, are hereby ordered to refund 35% of all fees and  
10 payments they collected from California consumers from 2018 through the Effective Date of this  
11 Consent Order. Beginning no later than thirty calendar days after the Effective Date (Refunds),  
12 Respondents shall pay no less than \$42,000 per month in Refunds (beginning with the consumers  
13 who signed up for debt relief services starting in 2018 or earlier, progressing chronologically)  
14 starting on the first day of the month after the Effective Date, until Respondents have issued the  
15 amount of Refunds as provided in this paragraph, which shall occur no later than six months after  
16 the Effective Date of this Consent Order. All Refunds shall be paid directly to the respective  
17 California consumers by mailing a check to the California consumers’ current mailing address, or  
18 by issuing a credit back to the California consumers’ credit card account, unless a new address or  
19 credit card account information has been provided by the consumer pursuant to Paragraph 8.  
20 Payment of a refund to any consumer under this Consent Order may not be conditioned on that  
21 consumer waiving any right.

22 6. Satisfactory Proof of Refunds. Respondents shall submit monthly reports to the  
23 Department providing satisfactory proof of refunds, starting on the first day of the month after the  
24 Effective Date of this Consent Order, until Respondents have issued the full amount of Refunds.  
25 The reports shall contain each California consumer’s name and contact information, the total  
26 amount collected from the California consumer, the amount of the refund, the date the refund was  
27 issued, and an indication of whether the refund payment was accepted by the California  
28 consumer/consumer’s bank. The reports shall be sent to Afsaneh Eghbaldari, Senior Counsel, by

1 email at: [affi.eghbaldari@dfpi.ca.gov](mailto:affi.eghbaldari@dfpi.ca.gov).

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

8 8. Notice to California Consumers. No later than seven calendar days after the  
9 Effective Date of this Consent Order, Respondents shall send a notice to each consumer owed a  
10 refund. The Notice shall be sent to the consumer’s last known e-mail address and mailing address.  
11 The notice shall say:

12 Pursuant to the consent order with the California Department of  
13 Financial Protection and Innovation, EDU Doc Support, LLC is  
14 refunding 35% of all fees, payments, and money you paid to EDU Doc  
15 Support, LLC. You will receive a refund in the amount of \$XXX.xx.  
16 All agreements between you and EDU Doc Support, LLC are hereby  
17 rescinded. EDU Doc Support, LLC plans to mail a check to your  
18 current mailing address or credit your credit card account. Please  
19 contact EDU Doc Support, LLC immediately at (949) 635-4295 or  
20 [info@edudocsupport.com](mailto:info@edudocsupport.com) to confirm your current mailing address or  
21 credit card information.

22 9. Full and Final Settlement. The Parties hereby acknowledge and agree that this  
23 Consent Order is intended to constitute a full, final, and complete resolution of the Findings, and  
24 that no further proceedings or actions will be brought by the Commissioner in connection with the  
25 findings under the SLSA, CCFPL or any other provision of law, excepting therefrom any  
26 proceeding to enforce compliance with the terms of this Consent Order.

27 10. Waiver of Hearing Rights. Respondents acknowledge that the Commissioner is  
28 ready, willing, and able to proceed with the filing of an enforcement action upon the charges  
contained in this Consent Order. Respondents hereby waive the right to any hearings, and to any  
reconsideration, appeal, or other right to review which may be afforded pursuant to the SLSA,  
CCFPL, the California Administrative Procedure Act, the California Code of Civil Procedure, or  
any other provision of law. By waiving such rights, Respondents effectively consent to this Consent



1 Order, and the Desist and Refrain Order contained herein, becoming final.

2 11. Failure to Comply with Consent Order. Respondents agree that, if they fail to  
3 comply with the terms of this Consent Order, the Commissioner may avail herself of any remedies  
4 she has under the SLSA, CCFPL, or any other provision of law, until Respondents are in  
5 compliance. Respondents waive any notice and hearing rights which may be afforded under the  
6 SLSA, CCFPL, the California Administrative Procedure Act, the California Code of Civil  
7 Procedure, or any other provision of law, that the Commissioner may use to ensure compliance with  
8 this Consent Order. In the event of a filing of bankruptcy, or insolvency proceeding, EDU Doc  
9 Support, LLC and Hau Nguyen, also known as Howie Nguyen, are jointly and severally liable for the  
10 refund payment to consumers.

11 12. Binding. This Consent Order is binding on all heirs, assigns, and/or successors in  
12 interest.

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

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

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

26 16. Reliance. Each of the Parties represents, warrants, and agrees that in executing this  
27 Consent Order that it has relied solely on the statements set forth herein and the advice of its own  
28 counsel. Each of the Parties further represents, warrants, and agrees that in executing this Consent

1 Order it has placed no reliance on any statement, representation, or promise of any other party, or  
2 any other person or entity not expressly set forth herein, or upon the failure of any party or any other  
3 person or entity to make any statement, representation or disclosure of anything whatsoever. The  
4 Parties have included this clause: (1) to preclude any claim that any party was in any way  
5 fraudulently induced to execute this Consent Order; and (2) to preclude the introduction of parol  
6 evidence to vary, interpret, supplement, or contradict the terms of this Consent Order.

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

13 18. Full Integration. This Consent Order is the final written expression and the complete  
14 and exclusive statement of all the agreements, conditions, promises, representations, and covenants  
15 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 Consent Order. 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 Consent Order are for convenience only and will not  
27 be deemed a part hereof or affect the construction or interpretation of the provisions hereof.

28 21. Governing Law. This Consent Order will be governed by and construed in

1 accordance with the laws of the State of California.

2 22. Authority to Sign. Each party represents that the person signing this Consent Order  
3 on its behalf has the authority and capacity to do so.

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

9 24. Notice. Any notice required under this Consent Order shall be provided to each party  
10 at the following addresses.

11 If to Respondents: EDU Doc Support, LLC and Hau H. Nguyen  
12 5000 Birch Street, Suite 3000  
13 Newport Beach, California 92660  
14 and  
15 179 Carmine  
16 Irvine, California 92618  
17 [info@edudocsupport.com](mailto:info@edudocsupport.com)

18 If to the Commissioner: Afsaneh Eghbaldari, Senior Counsel  
19 Department of Financial Protection and Innovation  
20 1455 Frazee Road, Suite 315  
21 San Diego, California 92108  
22 [affi.eghbaldari@dfpi.ca.gov](mailto:affi.eghbaldari@dfpi.ca.gov)

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

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

28 27. Public Record. Respondents acknowledge that this Consent Order is and will be a  
matter of public record.

29 28. Effective Date. This Consent Order 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

1 bphillips@phillipslawcorporation.com.

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

5 Dated: February 16, 2023

CLOTHILDE V. HEWLETT  
Commissioner of Financial Protection and Innovation



6  
7  
8 By \_\_\_\_\_  
9 MARY ANN SMITH  
10 Deputy Commissioner  
11 Enforcement Division

EDU DOC SUPPORT, LLC AND HAU H. NGUYEN

12 Dates: February 16, 2023

13 By \_\_\_\_\_  
14 Hau H. Nguyen, in his individual capacity, and as the  
15 owner of EDU Doc Support, LLC

16 Approved as to Form and Content:

17 By \_\_\_\_\_  
18 Brent R. Phillips, Esq.  
19 Attorney on behalf of the Respondents  
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