STATE OF NEVADA

DEPARTMENT OF BUSINESS AND INDUSTRY

DIVISION OF MORTGAGE LENDING

* * *

In re:

The Consumer Advocacy Group and Kristy Sinsara

Respondents.

FINAL ORDER

The State of Nevada, Department of Business and Industry, Division of Mortgage Lending (hereinafter, the "Division"), having served The Consumer Advocacy Group and Kristy Sinsara (hereinafter, "Respondents") on August 16, 2010, with its Order to Cease and Desist, Order to Pay Restitution, Notice of Intent to Impose Fine and Notice of Right to Request Hearing, attached hereto as Exhibit "1" and incorporated herein by reference, which notified Respondents that a final order would issue in this matter unless, within twenty (20) days of entry and receipt of said Order, Respondents requested a hearing to contest the charges against it, with said request to be made in writing, and;

Said Order having been sent to Respondents via certified mail and regular mail on August 16, 2010, and;

Respondents having failed to request a hearing in this matter, and good cause appearing:

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NOW, THEREFORE, **IT IS HEREBY ORDERED** that, pursuant to NRS 622.080 and NRS Chapter 645F and by permanent regulation R052-09 promulgated pursuant thereto, Respondents shall immediately **CEASE AND DESIST** soliciting for and conducting any and all covered service provider, foreclosure consultant and/or loan modification activity in the State of Nevada. In addition, Respondents will be subject to the administrative fines, fees and/or costs and restitution amounts as set forth in the original Order attached hereto as Exhibit "1".

IT IS FURTHER ORDERED that the sum of said administrative fines, fees and/or costs and restitution amounts be paid in full within **thirty (30) days** of entry of the instant Order;

Dated this 5th day of October, 2010.

State of Nevada
Department of Business and Industry
Division of Mortgage Lending

By: [redacted]
Joseph L. Waltuch, Commissioner

EXHIBIT “1”

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF MORTGAGE LENDING

In re:

The Consumer Advocacy Group and Kristy Sinsara,

Respondents.

ORDER TO CEASE AND DESIST, ORDER TO PAY RESTITUTION, NOTICE OF INTENT TO IMPOSE FINE, AND NOTICE OF RIGHT TO REQUEST HEARING

The licensing and regulation of loan modification consultants, foreclosure consultants and other persons providing 'covered services,' as defined in Nevada Revised Statutes (hereinafter "NRS") 645F.310, in the State of Nevada is governed by Chapter 645F of NRS and is also governed by the permanent regulation R052-09 promulgated pursuant thereto which was adopted on August 25, 2009 (hereinafter the "Regulation"). Effective July 1, 2009, the State of Nevada, Department of Business and Industry, Division of Mortgage Lending (hereinafter the "Division") has the general duty to exercise supervision and control over covered service providers, foreclosure consultants and loan modification consultants. See Chapter 645F of NRS and the Regulation. Pursuant to that authority, the Division makes the following Factual Allegations, Violations of Law, and Order, as follows:

FACTUAL ALLEGATIONS

1. Based upon information and belief, and at all relevant times herein mentioned, The Consumer Advocacy Group (hereinafter "Respondent CAG") was and is a domestic non-profit corporation organized and existing under the laws of the State of Nevada since approximately December 29, 2009 with offices at 2920 N. Green Valley Parkway, Building 3, Suite 312, Henderson, Nevada 89014. Currently, Respondent CAG's status with the

Secretary of State is "active."

2. Based upon information and belief, and at all relevant times herein mentioned, Respondent CAG has never been and is not a 501(c)(3) tax-exempt, nonprofit corporation or association as defined and classified by the Internal Revenue Service ("IRS").

3. Based upon information and belief, and at all relevant times herein mentioned, Kristy Sinsara (hereinafter "Respondent Sinsara") is an individual who was and is the President of Respondent CAG, and who acted and continues to act as an agent or person employed by, or associated with, Respondent CAG.

4. Based upon information and belief, at all relevant times herein mentioned, Respondents CAG and Sinsara (hereinafter collectively "Respondents") advertised services as, provided services of, engaged in, carried on or held themselves out as engaging in or carrying on, and continue to advertise services as, provide services of, engage in, carry on or hold themselves out as engaging in or carrying on, the activities of a loan modification consultant, foreclosure consultant or covered service provider relating to properties in Nevada.

5. Neither Respondent CAG nor Respondent Sinsara has ever been issued a license by the Division as a covered service provider, foreclosure consultant or loan modification consultant, whether as an independent licensee or as an associated licensee, pursuant to Chapter 645F of NRS and the Regulation.

6. Pursuant to the Regulation, "[w]hether or not a complaint has been filed, the Commissioner may investigate a licensee or other person if, for any reason, it appears that...[t]he licensee or other person is offering or providing any of the services of a covered services provider, foreclosure consultant or loan modification consultant or otherwise engaging in, carrying on or holding himself out as engaging in or carrying on the business of a covered services provider, foreclosure consultant or loan modification consultant without

being appropriately licensed or exempt from licensing pursuant to the provisions of this chapter or chapter 645F of NRS...." See Section 105(1)(b) of the Regulation.

7. Pursuant to NRS 645F.310, "covered service" includes, without limitation: 1. Financial counseling, including, without limitation, debt counseling and budget counseling; 2. Receiving money for the purpose of distributing it to creditors in payment or partial payment of any obligation secured by a mortgage or other lien on a residence in foreclosure; 3. Contacting a creditor on behalf of a homeowner; 4. Arranging or attempting to arrange for an extension of the period within which a homeowner may cure a default and reinstate an obligation pursuant to a note, mortgage or deed of trust; 5. Arranging or attempting to arrange for any delay or postponement of the time of a foreclosure sale; 6. Advising the filing of any document or assisting in any manner in the preparation of any document for filing with a bankruptcy court; and 7. Giving any advice, explanation or instruction to a homeowner which in any manner relates to the cure of a default in or the reinstatement of an obligation secured by a mortgage or other lien on the residence in foreclosure, the full satisfaction of the obligation, or the postponement or avoidance of a foreclosure sale.

8. Pursuant to the Regulation, "[a] person shall not advertise services as, provide any of the services of, act as or conduct business as a covered service provider, foreclosure consultant or loan modification consultant or otherwise engage in, carry on or hold himself out as engaging in or carrying on the activities of a covered service provider, foreclosure consultant or loan modification consultant unless the person has a license as a covered service provider, foreclosure consultant or loan modification consultant, as applicable, issued pursuant to this chapter and chapter 645F of NRS." See Section 17 of the Regulation.

9. Pursuant to the Regulation, "[i]t is unlawful for any person to provide or offer to provide any of the services of a covered service provider, foreclosure consultant or loan modification consultant or otherwise to engage in, carry on or hold himself out as engaging in

or carrying on the business of a covered service provider, foreclosure consultant or loan modification consultant without first obtaining the applicable license issued pursuant to this chapter and chapter 645F of NRS, unless the person" is exempt from licensing and complies with the requirements for that exemption. See Section 102 of the Regulation.

10. On or about September 29, 2009, the Division learned that Respondent CAG was offering to provide the services of a covered service provider, foreclosure consultant or loan modification consultant, or otherwise engaging in, carrying on or holding itself out as engaging in or carrying on the business of a covered service provider, foreclosure consultant or loan modification consultant at a website at www.nevadalawgroup.com (a true and correct copy of which is attached hereto as Exhibit "A" and incorporated herein by reference as though set forth in full).

11. Division investigator TF sent two letters, dated October 1, 2009 and December 24, 2009, respectively (true and correct copies of which are attached hereto as Exhibit "B" and incorporated herein by reference as though set forth in full), which advised that Respondent CAG did not have an active covered service provider, foreclosure consultant or loan modification consultant license, and was not exempt from licensing pursuant to the provisions of the Regulation or chapter 645F of NRS, and must immediately cease and desist from the provision of or offer to provide any of the services of a covered service provider, foreclosure consultant or loan modification consultant, or from or otherwise engaging in, carrying on or holding itself out as engaging in or carrying on the business of a covered service provider, foreclosure consultant or loan modification consultant.

12. On or about January 25, 2010, the Division received a copy of a consumer Engagement Agreement (a true and correct copy of which is attached hereto as Exhibit "C" and incorporated herein by reference as though set forth in full) between said consumer and Respondent CAG which specified the terms of a loan modification to be performed for

compensation in the amount of Seven Hundred Dollars and No Cents ($700.00) to be paid "by personal check, money order or cashier's check...payable to Consumer Advocacy Group."

13. On or about February 5, 2010, Division Investigator TF again sent Respondent Sinsara written correspondence (a true and correct copy of which is attached hereto as Exhibit "D" and incorporated herein by reference as though set forth in full) which advised that Respondent CAG did not have an active covered service provider, foreclosure consultant or loan modification consultant license, and was not exempt from licensing pursuant to the provisions of the Regulation or chapter 645F of NRS.

14. On or about March 18, 2010, the Las Vegas Review Journal newspaper published an article (a true and correct copy of which is attached hereto as Exhibit "E" and incorporated herein by reference as though set forth in full) wherein Respondent Sinsara represented that Respondent CAG "charges $250 per hour to attend [home foreclosure] mediations."

15. On or about March 31, 2010 the Division received a copy of an "Authorization to Negotiate" (a true and correct copy of which is attached hereto as Exhibit "F" and incorporated herein by reference as though set forth in full) on behalf of homeowner LWB which authorized Respondent CAG "to assist [LWB] in the modification and/or loan renegotiation process..." with LWB's lender.

16. On or about April 6, 2010, Division employee SS sent Respondents written correspondence (a true and correct copy of which is attached hereto as Exhibit "G" and incorporated herein by reference as though set forth in full) advising that the Division requested Respondents' response to allegations and/or information that Respondents provided, and continued to provide, loan modification services for compensation in violation of NRS 645F and the Regulation. As a result of said request, Division investigators DK and TF

held a meeting with Respondent on or about May 5, 2010, wherein Respondents admitted performing loan modifications for compensation from approximately July 2009 to the time of the meeting, and agreed to provide the Division with a list of all clients and related fees from July 1, 2009 to the time of the meeting.

17. On or about May 13, 2010, Respondent Sinsara sent written correspondence to the Division again indicating that she would comply with the Division's request for a list of all clients and related fees (a true and correct copy of which is attached hereto as Exhibit "H" and incorporated herein by reference as though set forth in full). To date, Respondents have failed to provide any such list or information.

18. As a result of receiving the above-information, the Division conducted an on-going investigation between approximately September 2009 and May 2010 which revealed, among other things, that:

a. From approximately September 2009 to July 2010, and continuing in the present, Respondents offered to provide, or provided, for compensation, services to obtain mortgage loan modifications, prevent foreclosures or provide other covered services, as defined in NRS 645F.310;

b. Neither Respondent CAG nor Respondent Sinsara has ever applied for or been issued a license by the Division as a loan modification consultant, foreclosure consultant or covered service provider (whether as an independent licensee or associated licensee), pursuant to Chapter 645F of NRS and the Regulation; and

c. At all relevant times herein mentioned, neither Respondent CAG nor Respondent Sinsara was or is exempt from the licensing requirements of Chapter 645F of NRS and the Regulation.

19. Pursuant to the Regulation, "[f]or each violation committed by a person who engages in an activity for which licensure as a covered service provider, foreclosure

consultant or loan modification consultant is required under this chapter and chapter 645F of NRS, without regard to whether the person is licensed under this chapter and chapter 645F of NRS, the Commissioner may impose upon the person an administrative fine of not more than $10,000...if the person...[d]oes not conduct business in accordance with law or has violated any provision of this chapter or chapter 645F of NRS or any order of the Commissioner...[or] [has offered or provided any services prescribed under this chapter or chapter 645F of NRS requiring licensure and the person did not have such a license and was not exempt from licensing at the time the person engaged in the activities...." See Sections 103(3)(c) and (w) of the Regulation.

20. Pursuant to the Regulation, "[i]f a person engages in an activity in violation of the provisions of this chapter or chapter 645F of NRS or an order of the Commissioner, the Commissioner may issue an order directing the person to cease and desist from engaging in the activity." See Section 108(1) of the Regulation.

VIOLATIONS OF LAW

After investigation, the Division determined that, at all relevant times herein mentioned, Respondents, and each of them, offered or provided services of a covered services provider, foreclosure consultant or loan modification consultant or otherwise engaged in, carried on or held themselves out as engaging in or carrying on the business of a covered services provider, foreclosure consultant or loan modification consultant without having applied for and/or been issued a license by the Division and without being exempt from licensing pursuant to the provisions of Chapter 645F of NRS or the Regulation, in violation of Chapter 645F of NRS and Sec. 17, 103(3)(c) and 105(1)(b) of the Regulation.

ORDER

NOW, THEREFORE, THE COMMISSIONER OF THE DIVISION HEREBY ORDERS, pursuant to Chapter 645F of NRS and Section 108(1) of the Regulation, after having

determined that Respondents offered or provided services of a covered service provider, foreclosure consultant or loan modification consultant or otherwise engaged in, carried on or held themselves out as engaging in or carrying on the business of a covered service provider, foreclosure consultant or loan modification consultant without having applied for and/or been issued a license by the Division and without being exempt from licensing, in violation of Chapter 645F of NRS and the Regulation, that RESPONDENTS, AND EACH OF THEM, IMMEDIATELY CEASE AND DESIST from the following activities::

1. Advertising for and/or soliciting covered services, foreclosure consultant and/or loan modification consultant business in the State of Nevada without having first received a license from the Division to conduct such activities; and

2. Offering or providing any of the services of a covered service provider, foreclosure consultant and/or loan modification consultant, or otherwise engaging in, carrying on or holding themselves out as engaging in or carrying on the business of a covered service provider, foreclosure consultant and/or loan modification consultant in the State of Nevada for which they have not received a license from the Division to conduct such activities.

IT IS FURTHER ORDERED, pursuant to Chapter 645F of NRS and Section 108(4) of the Regulation, that upon filing a verified petition with the Division within twenty (20) days of receipt of this Order to Cease and Desist, Respondents, and each of them, shall be entitled to a hearing with regard to the contents of this Order to Cease and Desist. Each Respondent is advised, however, that the provisions of this Order to Cease and Desist are effective immediately upon such Respondent being served therewith, whether or not such Respondent requests a hearing.

NOTICE TO RESPONDENTS: If you request a hearing, you are specifically informed that you have the right to appear and be heard in your defense, either personally or through your counsel of choice at your own expense. At the hearing, if one is timely requested, the

Division will call witnesses and present evidence against you. You have the right to respond and to present relevant evidence and argument on all issues involved. You have the right to call and examine witnesses, introduce exhibits and cross-examine opposing witnesses on any matter relevant to the issues involved.

IT IS FURTHER ORDERED, pursuant to Chapter 645F of NRS and Section 113(2) of the Regulation that upon written application to the Division within twenty (20) days of the date of this Order, Respondents, and each of them, shall be entitled to a hearing with regards to the contents of this Order referenced hereafter. At that hearing the Division will seek to impose an administrative fine against Respondents, jointly and severally, in the amount of Ten Thousand Dollars and No Cents ($10,000.00), payable to the Division on account of Respondents' violations of Chapter 645F of NRS and the Regulation, the Division's investigative costs in the amount of One Thousand Twenty Dollars ($1,020.00), to date, as well as the Division's attorney's fees, if any, incurred herein, to be proven at the hearing or upon submission of a proper affidavit. The Division reserves the right to supplement its costs and attorney's fees at the hearing or upon submission of a proper affidavit.

IT IS FURTHER ORDERED, pursuant to Chapter 645F of NRS and Section 103(2) of the Regulation, that Respondents immediately (a) cancel all current contracts, if any, with Nevada homeowners and refund to such homeowners all moneys collected by Respondents from such homeowners or (b) obtain the written consent of the homeowners to transfer their files, moneys and contracts to a licensed, bonded independent licensee, HUD-approved counseling service or other entity exempt from Chapter 645F of NRS.

Should Respondents, or either of them, not timely request a hearing within twenty (20) days of the date of this Order; the Division will enter a Final Order in this matter against such Respondent, as required by Section 113(2) of the Regulation. The Division's Final Order will require payment by Respondents, jointly and severally, of the administrative fine, the

Division's investigative costs, and the Division's attorney's fees within thirty (30) days of the entry of the Final Order.

Dated this 13th day of August, 2010.

State of Nevada
Department of Business and Industry
Division of Mortgage Lending

By: [redacted]
Joseph L. Waltuch, Commissioner

EXHIBIT "A"

- In February of 2009, 74,000 homes were foreclosed nationwide
- Experts predict that the total housing market decline will reach 52% nationwide by the end of 2009
- Many homeowners have "Negative Equity"
- Purchased your home for $500k, still owe $500k
- Current fair market on your home is only $250k - $300k

Many people come to Nevada Law Group seeking answers and solutions to these types of negative equity and foreclosure problems. Unfortunately, our clients who are "under water" in their home are not alone, in fact, 1 in 8 homeowners in the US are "late" or in "foreclosure" as of March 2009. 1 in 3 homes mortgages in the US are "adjustable rate mortgages" or ARM's, and these types of loans, and their cousins, "negative amortization" or NEG-AM loans are the cause of much of the upheaval in the housing and financial markets today.

We frequently get asked if any of the programs being utilized by the Government will help. The answer is almost always no. The current stimulus plans do nothing for most of the people who are in the worst shape, for instance, you don't qualify presently if:

- Your properties were investments and not owner/occupied.
- Your underwater by more then 105%
- You loan exceeds $417k
- Your loan is not with Fannie Mae or Freddie Mac

The other major issue we hear about regularly are the clients who want to work with their bank, lender, or servicing company, to stay in their home, and instead are tricked, denied outright, or just flat out told no.

The Nevada Law Group has partnered with the Consumer Advocacy Group in the processing of our clients loan modifications. In general, a loan modification is typically the right answer for a majority of our clients. While the use of a law firm or company is not required for a loan modification, many of our clients hire us to accomplish this for them due to frustration and anger with the process.

For anyone, no matter who you are, or what condition your finances are in, you generally will receive one of 6 options from your mortgage lender or servicing company. These 6 options are discussed below:

Refinance

This is exactly what it sounds like, you get a new loan with new terms to pay off your old loan. Under the current stimulus plan, you may only borrow up to 105% of the appraised value on your home, so this doesn't help anyone who is underwater by 40% or more, which many homeowners today are. If your current, you can request a "forbearance" from your lender or servicing company, which is essentially just an agreement to let you not pay for a period of time, usually not longer then 6 months. This is designed to fix a temporary cash flow problem, such as a job loss or illness, but it doesn't address folks who have a permanent problem, such as a house wish is upside down by 50%.

Short Sale

With a short sale, your bank allows you to find a potential buyer for your home who is willing to pay the current fair market value and then the bank writes off the difference between the sales price and what you owe. This has a negative impact on your credit rating and if done incorrectly, can result in the homeowner receiving a bill or being sued for the difference the bank writes off. Up until recently, the difference which the bank wrote off was also considered income for tax purposes, however, the 1099 debt relief tax has been taken off the books at this time and this write off is no longer considered

EXHIBIT “B”

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF MORTGAGE LENDING

JIM GIBBONS
Governor

7220 Bermuda Road, Suite A
Las Vegas, Nevada 89119
(702) 486-0780 • Fax (702) 486-0785
www.mld.nv.gov

DIANNE CORNWALL
Director

JOSEPH L. WALTUCH
Commissioner

October 1, 2009

The Consumer Advocacy Group
899 Sir Winston Street
Henderson, Nevada 89052

Subject: Loan Modification and Foreclosure Consultants

Dear Sir/Madam:

It has come to the attention of the Division that your company may be providing loan modification and foreclosure consultant services to Nevada residents without proper licensure as required by Nevada Revised Statute (NRS) 645F.

Assembly Bill 152 of the 2009 Legislative Session added extensive provisions to the law pertaining to "foreclosure consultants", "loan modification consultants" and the services such individuals and companies provide. Included in these provisions is the requirement that all persons and businesses performing such services become licensed with the Division of Mortgage Lending.

The permanent regulation became effective on August 25, 2009 and requires the applicant to post a bond and to complete pre-licensing and continuing education. Other provisions enacted include the requirement to provide the consumer with a written contract and the depositing of any money received from the consumer into a trust account. We recommend that you review NRS 645F and Regulation R-052-09 which may be found on the Division's website www.mld.nv.gov.

The Division requests that you cease and desist from conducting any loan modification or foreclosure consulting activities until such time as you submit the required application for licensing and you are notified by the Division that your application has been approved.

TC 10/14/09 702-369-2578.
Retained atty, Rubi for Non Profit status.

The Commissioner may impose an administrative penalty of up to $10,000 per violation of NRS 645F and criminal penalties and fines also exist for violations of certain provisions of the law. The Division will aggressively pursue violations of Nevada's loan modification and foreclosure consultant law.

Please provide your acknowledgement of this notice to the Division no later than October 16, 2009. Should you have any questions, you may contact me at (702) 486-0782 or the Division's licensing supervisor, Char Linch, at 775-684-7058

Sincerely,

Tony Frascarelli
Chief Compliance Investigator

Enclosure

cc: CAG, 11 Buenaventura, Rancho Santa Margarita, CA 92688

JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF MORTGAGE LENDING
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Las Vegas, NV 89119
(702) 486-0780 Fax (702) 486-0785
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DIANNE CORNWALL
Director

JOSEPH L. WALTUCH
Commissioner

December 24, 2009

The Consumer Advocacy Group
Attention: Kristy Sinsara
2909 North Green Valley Parkway, Bldg 3, Ste 311
Henderson, Nevada 89014

Subject: IRS Nonprofit Status

Dear Ms. Sinsara:

Thank you for your letter and supplemental information which we received on November 10, 2009. We have reviewed the information provided in which you explained both the details of your pending application for a 501(c)(3) exemption with the Internal Revenue Service as well as the inner workings of the Consumer Advocacy Group.

As you are no doubt aware, NRS 645F as amended by Assembly Bill 152 provides for an exemption from the statute for a nonprofit agency or organization that offers credit counseling to a homeowner of a residence in foreclosure or a person in default on a loan. It is the position of this Division that the exemption **does not** apply to entities that have applied for a 501(C)(3) exemption and are pending a decision by the IRS.

Until such time as the IRS makes a decision on your application, providing any of the covered services as defined in NRS Chapter 645F for a fee would require the Consumer Advocacy Group and its employees to become licensed by the Division and adhere to the provisions contained in the NRS, AB 152 and Regulation 052-09.

Should you wish to discuss this matter further, please feel free to contact me at 702-486-2002. For your information, Commissioner Waltuch will be out of the office from December 28, 2009 through January 4, 2010.

Sincerely,

Tony Frascarelli
Chief Compliance Investigator

EXHIBIT "C"

[redacted]

the Consumer Advocacy Group
A Nevada Corporation Not For Profit
2920 North Green Valley Parkway, Building 3, Suite 311, Henderson, Nevada 89014
(702) 478-5969 Office / (702) 478-5452 Facsimile

ENGAGEMENT AGREEMENT

This Agreement is made this [redacted] between The Consumer Advocacy Group, a Nevada Corporation, with its principal place of business at 2920 North Green Valley Parkway, Building 3 Suite 311, Henderson, Nevada, 89014 (hereinafter the "Company" or "Consultant") and [redacted] an individual, (hereinafter referred to as "Client(s)") currently residing [redacted]

1.1 Under this agreement, the Consultant shall provide certain consulting services (the "Engagement") to Clients, as described in section 3.1 of this agreement.

1.2 Company shall provide specific document preparation and consulting services as described below. Company agrees to perform the services described herein with the standard of care, skill, and diligence normally provided by a professional person in the performance of such consulting services. **Company and/or individual Consultants do NOT provide legal or financial services or advice. By initialing below, client states and agrees that no financial or legal services or advice was provided.**

2. Completion, Termination

2.1 The Engagement shall be deemed completed upon written notification of completion sent to Client.

2.2 Either the Company or the Client may elect to terminate this Agreement upon five working days written notice. In the event of such termination, the Client shall immediately pay Company all sums owed hereunder through the effective date of termination.

3. Compensation

3.1 The Client will pay Company a Flat fee of [redacted] even for the following service(s):

Representation to modify only the property and/or properties listed on Exhibit page attached hereto.

If "Company" is unable to facilitate or complete the agreed upon services then the full amount paid will be reimbursed, 100% of all money paid will be refundable, minus expenses should you opt out of mediation. There is no other agreed upon services. In the event that client terminates this agreement or determines that for any reason they no longer desire our service, we will bill against any amount paid at $50.00 per hour. Said billing will not exceed the agreed upon retainer.

3.2 **Payments shall be paid according to the payment schedule agreed to and listed on the back page of this agreement. No payment or upfront funds shall be executed or cashed until work has commenced. Commencement shall begin with the authorization of our company's services being forwarded to your lender and confirmation of said authorization regarding our services has been given by the lender. "Completed" is defined as a change in terms to your existing loan and/or any type of principal reduction and/or reduction in monthly payments and/or forbearance and/or receipt of mediation date or representation of mediation hearing.**

3.3 If it should become necessary for Company to refer Client to a collection agency, an additional Forty Percent (40%) of the outstanding balance then due and owing to the Company, from any source or invoice, shall be charged to the client.

[redacted] _____ _____

3.3 The Client shall reimburse Company for any necessary out-of-pocket and travel expenses authorized by Client. For all such expenses, Company shall prepare an expense report itemizing the amount of each expense incurred, including, as appropriate, transportation, lodging, meals, sundry and telecommunications. All expense reports shall be accompanied by valid receipts. Clients will be invoiced for said expenses at cost, and said invoices will be due and payable within Ten (10) calendar days.

4. Confidentiality

4.1 Company agrees that it will not, without the prior written consent of the Client, disclose to any third party any information developed or obtained by Company from Client in the performance of services under this Agreement, except to the extent that said information falls within the usual scope of consulting or facilitating homeowner protection, or to perform the requested service, or as required by law.

5. Document Retention

5.1 All documents or materials received by Company from Client in connection with services hereunder, shall remain with the Company until the completion of this agreement, unless otherwise agreed upon and shall be returned within two weeks of completion of work.

6. Relationship of Parties

6.1 In performing services under this Agreement, Company shall operate as, and have the status of, a consultant and / or referral service. Company has made NO claims that it is a financial servicing company OR a law firm. Client expressly waives any confidentiality or attorney / client privilege in regard to our service and has hereby given permission for Company to discuss client's matter with any law firm, attorney, contractor or consultant without need for further authorization.

6.2 The Company shall have no authority to enter into agreements, make representations, otherwise bind, or be an agent for the Client without Client's consent. In addition, Company agrees not to engage in such acts or conduct that would create the appearance of having authority to bind the Client.

7. Hold Harmless

7.1 Both Client and Company hereby release and forever discharge each other, and each other's agents, partners, joint ventures, affiliates, attorneys, successors, heirs and assigns from any and all claims, demands, suits, rights, actions, cause of action, expenses, costs, damages, attorneys fees, other professional fees and liabilities and obligations, of every nature, kind and description whatsoever, at law or in equity, whenever and however derived, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, whether sounding in tort, contract, partnership, equity, law or otherwise which they may now know of or may hereafter become aware of arising out of or in any way connected with circumstances related to this agreement.

8. Governing Law, Venue, Mandatory Arbitration

8.1 Any claim or dispute arising out of or relating to this agreement shall be governed by the laws of the State of Nevada and any legal action or suit shall be brought in the Eighth Judicial District Court, County of Clark, and State of Nevada.

8.2 Any claim or dispute arising out of or relating to this agreement shall be settled by arbitration as detailed in the arbitration agreement, attached hereto as "Exhibit 2" and incorporate fully herein.

9. Entire Agreement and Severability

9.1 This Agreement, together with any exhibits, addendums, or appendices, embodies the entire agreement and understanding between the parties hereto and understandings relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid, void or unenforceable in any respect, such determination shall not affect the validity and enforceability of all other provisions in any other respect, which will remain in full force and effect.

9.2 This Agreement constitutes the entire agreement between the parties and supersedes any prior negotiations and agreements.

10. Amendment, Waiver

Initials: [redacted] _____ _____

[redacted] [redacted] [redacted]

10.1 This Agreement constitutes the entire understanding and agreement of and between Company and Client concerning the services contained herein, and it may not be altered, modified, amended, waived, or changed, in any manner except by a writing duly signed by all parties to this Agreement.

10.2 The parties hereto waive any and all right to trial by jury with respect to any claim or action arising out of this agreement or out of any conduct taken in connection with this Agreement.

11. Notices

11.1 All notices and other communications required to be given under this Agreement shall be in writing and shall be deemed to have been given or made when delivered personally or mailed first class, postage prepaid, to the parties at the address set forth below, unless by such notice a different address shall have been designated:

11.2 If to the client at the address listed at the top of this agreement or in the alternative at:

_____

11.3 If to the Company: 2920 N. Green Valley Pkwy, Henderson, NV 89014

IN WITNESS WHEREOF, this Agreement is executed and made effective as of the date first written above.

_____ Dated: _____

Company

[redacted] Dated: [redacted]

Client

[redacted] Dated: [redacted]

Client

Initials: _____ _____ _____

AGREEMENT TO ARBITRATION

This Agreement to Arbitration is executed as part of an Agreement for services ("Service Agreement") and is appended to said agreement and incorporated fully in to that agreement.

If there is any disagreement between the parties to the Services Agreement concerning fees, this agreement, or any other claim, including a claim of attorney malpractice, relating to clients legal matter that arises out of or in connection with the Services Agreement, then client agrees to submit that dispute to binding arbitration under the American Arbitration Association. The Arbitrator may assign costs of arbitration to either or both parties, on their sole discretion.

CONSENT TO ARBITRATION

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY CLAIM ARISING FROM ANY AND ALL MATTERS RELATING TO THESE SERVICES RENDERED DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY NEVADA LAW, AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED ABOVE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

We have read and understand the foregoing and agree to submit disputes arising from the matters included in this paragraph to neutral arbitration.

PERMISSION TO SEEK INDEPENDENT COUNSEL

The Company wants to stress that you remain completely free to seek independent counsel at any time even if you decide to sign the consent set forth below. We strongly urge you to do so if you have any questions concerning your individual interest. Should you have any questions concerning this agreement or the consent, please discuss them with us or seek the advice of independent counsel, before signing and returning this agreement.

Although The Consumer Advocacy Group works with a variety of law firms and financial servicing companies, **WE ARE NOT A LAW FIRM,** and will **provide no legal or financial counselling or any claim that we are equipped, licensed or able to provide services otherwise rendered by a licensed attorney or financial counselor.**

By providing your initials, you state that you have read and understand that The Consumer Advocacy Group and/or any of its affiliates is a consulting company that utilizes a variety of tools to provide homeowner protection as well as referral services for attorneys, competent and licensed to handle your legal issues.

The Consumer Advocacy Group and/or any of its affiliates provides no guarantee for work performed by itself or for any of its referring companies/firms and by initialing here you are stating that no one at the Consumer Advocacy Group nor any of its affiliates, consultants, agents or employees has made any guarantees to you as to the outcome of your case.

CONSENT

The undersigned has read the foregoing terms for the provision of services by The Consumer Advocacy Group and agrees to these terms and conditions. Furthermore, the undersigned understands that such services shall commence on the date this agreement is executed.

Date: [redacted] Signature: [redacted]
Name: (Print) [redacted]

Date: [redacted] Signature: [redacted]
Name: (Print) [redacted]

Initials: _____ _____ _____

PAYMENT INFORMATION

◯CHECK ◯ CASH ◯MONEY ORER ◯ CASHIER CHECK

Payment Amount $: Date: _____ Check # if Applicable _____

To pay by personal check, money order or cashier's check, make check payable to:

Consumer Advocacy Group

BROKERS PRICE OPINION

ORDERED? Yes / NO PAID HOW? TO:

PAYMENT ARRANGEMENTS

DOWN PAYMENT DATE: $300 down
FINAL PAYMENT OR PAYMENT ARRANGMENTS: $300 on Febcuary 15, 2010 and remaining $400 on March 15, 2010
Payment Arrangements Authorized by: Kris

BILLABLE PAID IN FULL TRUST ACCOUNT UPON COMPLETION

FOR OFFICE USE ONLY

Client referred by:
KT INTAKE REP: KS
DATE OF INTAKE: **January 21, 2010**

RECEIPT FOR PAYMENT: [redacted]

BPO NEEDED?

EXHIBIT “D”

JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF MORTGAGE LENDING
7220 Bermuda Road, Suite A
Las Vegas, NV 89119
(702) 486-0780 Fax (702) 486-0785
www.mld.nv.gov

DIANNE CORNWALL
Director

JOSEPH L. WALTUCH
Commissioner

February 5, 2010

The Consumer Advocacy Group
Attention: Kristy Sinsara
2909 North Green Valley Parkway, Bldg 3, Ste 311
Henderson, Nevada 89014

Subject: IRS Nonprofit Status

Dear Ms. Sinsara:

Thank you for your letters of January 6 and January 11, 2010. We have reviewed your letters and information contained therein, including the letters of gratitude your group has received.

As previously stated in my December 24, 2009 letter to you, NRS 645F as amended by Assembly Bill 152 provides for an exemption from the statute for a nonprofit agency or organization that offers credit counseling to a homeowner of a residence in foreclosure or a person in default on a loan. The Division is firm in its position that the exemption **does not** apply to entities that have applied for a 501(C)(3) exemption and are pending a decision by the IRS. There is nothing in the regulation that would allow us to make an exception to this.

Until such time as the IRS makes a decision on your application, providing any of the covered services as defined in NRS Chapter 645F for a fee would require the Consumer Advocacy Group and its employees to become licensed by the Division and adhere to the provisions contained in the NRS, AB 152 and Regulation 052-09.

You expressed a desire to meet with the Commissioner to discuss this. If you still wish to meet, please call me upon receipt of this letter so we can discuss some possible dates. My contact number is 702-486-2002.

Sincerely,

[redacted]

Tony Frascarelli
Chief Compliance Investigator

EXHIBIT "E"

Bulletin

COMING FRIDAY
Report on leading indicators

CONTACTING US
BUSINESS EDITOR MICHAEL HIESIGER
383-0245

FACT FINDER The Dow Jones industrial average rose 48 points Wednesday in its seventh straight advance and closed at a new high for 2010. The gain means the Dow has joined the Standard & Poor's 500 index and Nasdaq composite index in reaching the best levels ... functions. The resort's rooftop will have

Analysts said the transaction was done to restructure the company's debt and give MGM Mirage some financial flexibility.

"The restated credit facility permits extension of a significant portion of our credit facilities," MGM Mirage Chief Financial Officer Dan D'Arrigo said in a statement. "These events significantly enhance the liquidity and maturity profile of our company."

Fresh & Easy opens its 27th LV store in northwest valley

Fresh & Easy Neighborhood Market opened its latest Nevada location Wednesday with a store on Centennial Center Boulevard north of Ann Road.

It is the 27th location in the Las Vegas area since the grocery store chain opened five local stores on Nov. 14, 2007. Fresh & Easy operates 147 stores in Nevada, California and Arizona.

Eight more stores are planned for the Las Vegas Valley, but no additional opening dates have been announced.

British food giant Tesco owns Fresh & Easy.

▶ MORTGAGE: *CEO objects to provision*

CONTINUED FROM PAGE 1D

required information and documents.

However, lender attorney Michael Brooks said some homeowners fail to provide requested documents.

Michael Joe, a lawyer at the center, suggested that consumers need help preparing to represent themselves in mediation.

Legal Aid Center of Southern Nevada conducts free seminars on foreclosure mediation in cooperation with the William Boyd School of Law at the University of Nevada, Las Vegas.

But Joe criticized loan modification services for taking advantage of homeowners in foreclosure.

"I don't say (home-loan modification consultants) are all bad, but a lot of them are," he said. "Homeowners are desperate and scared. They don't know who to turn to."

Ian Hirsch, president of Fortress Credit Services, a licensed loan modification consultancy, objected to a provision that might prohibit him from representing homeowners at mediation sessions although he often spends more than a year helping homeowners negotiate modifications.

"For us this is one step in a journey that sometimes takes over one year," Hirsch said.

Fortress Credit charges 1 percent of the loan amount but nothing additional to participate in mediation, he said.

Christy Sinsara, president of Consumer Advocacy Group, said her organization charges $250 to attend mediation sessions. She also questioned the rule that could ban mortgage modification consultants from participating in mediation meetings, saying they were better equipped than many lawyers.

"It's a numbers game," she said.

Contact reporter John G. Edwards at jedwards@reviewjournal.com or 702-383-0420.

▶ RUMJUNGLE: *Nightclub to stay open during process*

CONTINUED FROM PAGE 1D

Rumjungle is a subsidiary of Miami-based China Grill Management, which has an extensive relationship with Mandalay Bay.

The company also owns China Grill, Red Square and Red, White and Blue at the hotel-casino. It also owns the MIX restaurant at The Hotel at Mandalay Bay.

Faggen said Rumjungle plans to remain open during the bankruptcy.

"It is our goal that Rumjungle will remain open and all employees will remain employed while we assert our contractual right to be the sole nightclub at Mandalay Bay," Faggen said.

Contact reporter Arnold M. Knightly at aknightly@reviewjournal.com or 702-477-3893.

30TH ANNUAL LAS VEGAS PERSPECTIVE SPONSORS

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NEVADA DEVELOPMENT AUTHORITY

TUESDAY MARCH 23, 2010

$75 Pre-Registration

2010 Las Vegas Perspective

30th Annual Event

INCLUDED WITH PRE-REGISTRATION
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• Access to The Event and Presentations

At The Four Seasons Las Vegas

COMPLIMENTARY

MAYOR OSCAR B. GOODMAN

Stay informed about the latest economic, real estate, financial and community trends!

EXHIBIT “F”

The Consumer Advocacy Group
702.478.5369 (P) | 702.478-5452 (F)
2920 N. Green Valley Pkwy. | Bldg. 3 | Ste. 311 | Henderson, Nevada 89014
www.consumeradgroup.com

AUTHORIZATION TO NEGOTIATE

Date. 2/5/2011

We/I am authorizing The Consumer Advocacy Group to assist me/us in the modification and/or loan renegotiation process of my current lender(s).

Authorized Parties:

Borrower's Name: [redacted]

Co-Borrower's Name: [redacted]

Borrower's Social Security Number: [redacted]

Co-Borrower's Social Security Number: [redacted]

Borrower's Date of Birth: [redacted]

Co Borrower's Date of Birth: [redacted]

Property Address: [redacted] Spoon Circle Las Vegas, NV 89145

1st Mortgage Lender/SC: American Home Mortgage Inc. Loan No. [redacted]

2nd Mortgage Lender/SC GMAC Loan No. [redacted]

LENDERS PLEASE BE ADVISED THAT I HAVE SOUGHT THE ASSISTANCE OF THE CONSUMER ADVOCACY GROUP. I AM REQUESTING THAT ALL COMMUNICATION BE DIRECTED TO THE ABOVE REFERENCED NUMBER. PLEASE NOTE THAT THIS AUTHORIZATION IS GOOD FOR THE LIFE OF THE LOAN.

[redacted]
Borrower Name (Print)

[redacted]
Co-Borrower Name (Print)

[redacted] 2/5/2011
Borrower Signature Date

[redacted] 2/5/2011
Co-Borrower Signature Date

EXHIBIT "G"

JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF MORTGAGE LENDING
7220 Bermuda Road, Suite A
Las Vegas, NV 89119
(702) 486-0780 Fax (702) 486-0785
www.mld.nv.gov

DIANNE CORNWALL
Director

JOSEPH L. WALTUCH
Commissioner

April 6, 2010

Christy Sinsara
The Consumer Advocacy Group
2920 North Green Valley Pkwy, Building 3, Suite 11
Henderson, NV 89014

Subject: Loan Modification Services

Dear Ms. Sinsara:

Please be advised that our Division has received information from consumers which indicate that your company is providing loan modification services to Nevada residents for compensation without proper licensure as required by Nevada Revised Statute 645 F.

We also note in the business section of the Las Vegas Review Journal that Consumer Advocacy Group assists homeowners with the mediation process for a $250.00 fee. The Division's position is that providing this service without proper licensure is a violation of NRS 645F.310.

You have previously been advised by the Division that providing loan modification services for compensation requires that you either obtain a license with our Division or be exempt from licensing per NRS 645F.

Please provide a detailed written statement of what services your company provides and an explanation why you have not submitted the required application for licensing.

We request that you respond no later that **April 21, 2010.** It is required that your response be accompanied by the enclosed affidavit.

Failure to provide the requested information by the due date specified above may subject you to an administrative fine under the provisions of NRS/NAC 645F.

Please contact our Compliance Audit Investigator, **Denice Kelley**, who can be reached at 702-486-0782 if you have any questions.

Sincerely,

[redacted]

Susan Slack
Administrative Assistant II

EXHIBIT "H"

the Consumer Advocacy Group
2920 North Green Valley Parkway, Building 3, Suite 311, Henderson, Nevada 89014
(702) 478-5369 Office / (702) 478-5452 Facsimile

May 6, 2010

Denise Kelley
Tony Frascarelli
The Department of Mortgage Lending
7220 Bermuda Road, Suite A
Las Vegas, Nevada 89119

RECEIVED
MAY 13 REC'D
Mortgage Lending Division

Re: The Consumer Advocacy Group

Dear Denise and Tony:

I just wanted to say thank you again for taking the time out to meet with me yesterday. I know you are both incredibly busy right now and it meant a lot that you were willing to spend so much time with me helping to answer so many of my unanswered questions.

I was also extremely impressed and felt incredibly grateful towards your willingness to help our company. It is truly important to us that we remain, above all things, a leader for change in this industry. We have always been dedicated to helping as many homeowners as we can through our public education outlets. We strive to create real solutions for homeowners who wish to stay in their homes but whose lives and finances have been adversely affected by current events. We believe that our actions prove that our ultimate goal is to create as much change in our community as we can. We have also recently started a "do the right thing in the wrong economy" marketing campaign where we are calling on realtors and attorneys alike to join us in creating "change".

Having said all of this, however, I am well aware that others in our industry have complained about our company. I'm assuming they fall into one of the following three categories:

(1) Attorneys or other loan modification companies.

(2) Consumers that we have refused to work with, due to a fear of not being able to meet their expectations.

(3) Former clients that receive and turndown loan modification offers, believe we haven't met their expectations, and should've been in category no. 2. ☺

Regardless of our critics or their agendas, we will continue to conduct ourselves in a professional and ethical manner, keeping our client's best interests above our own. I can

honestly say that The Consumer Advocacy Group is committed to their success first and foremost.

We are looking forward to moving forward as a company. I have spoken with several business associates in our community and they have all stated that the Commissioner is a very kind and fair man. We are also very much looking forward to working with him and troubleshooting through some of our issues we discussed yesterday.

I will get the numbers of clients that have retained us, as well as the client's that have utilized our "Pay It Forward" program to you both. Paying it forward is a philosophy that we subscribe to as a company. I firmly believe that after you spend time "getting know us" collectively, you will understand our philosophies and motivations. We are not a "modification" company. A deeper consideration into our missions and goals for our communities and individual clients, reflect this.

Thank you again for your time!

Sincerely,

[redacted]

Kristy Sinara