

On August 18, 2011, no Notice of Defense having been filed herein within the time prescribed by Section 11506 of the Government Code, Respondent's default was entered herein.

2.

Respondent is presently licensed and/or has license rights under the Real Estate Law, Part 1 of Division 4 of the California Business and Professions Code ("Code") as a corporate real estate broker. Respondent has not had a designated broker-officer since November 5, 2009.

3.

Garcia Transaction

In or about March 2009, Respondent solicited Clara Garcia ("Garcia") via email, offering to perform a modification of Garcia's loan, which was secured by her property located at 4540 Paulhan Avenue, Los Angeles, California. On or about March 4, 2009, Garcia entered into a loan modification agreement with Respondent "in association with" Colorado Capital Investment Group (hereinafter "CCIG"), an unlicensed entity. This agreement arranged for Garcia's payment of \$2,999 in advance fees. On March 4, 2009, Garcia also signed a payment form from Respondent, in which she authorized CCIG to charge her credit card \$3,000 in advance fees.

4.

Maxwell Transaction

On or about March 6, 2009, Kiana Maxwell ("Maxwell"), entered into a loan modification agreement with Respondent "in association with" CCIG regarding Maxwell's loan, which was secured by her property located at 1229 East Carson Street, #2, Carson, California. This agreement arranged for Maxwell's payment of \$3,000 in advance fees. On March 6, 2009, Maxwell also signed a payment form from Respondent, in which she authorized CCIG to charge her credit card \$1,500 in advance fees.

5.

Gridley Transaction

On or about April 6, 2009, Peter and Charlene Gridley ("the Gridleys"), entered into a loan modification agreement with Respondent "in association with" CCIG regarding the Gridley's

loan, which was secured by their property located at 210 E. Flamingo Road, #120, Las Vegas, Nevada. This agreement arranged for the Gridleys to pay \$3,500 in advance fees. On April 6, 2009, the Gridleys also signed a payment form which authorized CCIG to charge their credit card \$3,500 in advance fees.

6.

Spreen Transaction

On or about March 23, 2009, Sean Spreen ("Spreen"), entered into a loan modification agreement with Respondent "in association with" CCIG regarding Spreen's loan, which was secured by his property located at 25 Muirfield, Dove Canyon, California. On March 6, 2009, Spreen also signed a payment form from Respondent, in which he authorized CCIG to charge his credit card \$2,499 in advance fees.

7.

Lewis Transaction

On or about January 20, 2009, Mitchell and Heather Lewis ("the Lewis's"), entered into a loan modification agreement with Respondent "in association with" CCIG regarding the Lewis's loan, which was secured by their property located at 25 Danbury, Ladera Ranch, CA. This agreement arranged for the Lewis's to pay \$3,499 in advance fees. On January 20, 2009, the Lewis's also signed a payment form which authorized CCIG to charge their credit card \$3,499 in advance fees.

8.

Hillery Transaction

On or about March 16, 2009, Ebony Hillery ("Hillery"), entered into a loan modification agreement with RESPONDENT "in association with" CCIG regarding Hillery's loan, which was secured by her property located at 26982 Winter Park Place, Moreno Valley, CA. This agreement arranged for Hillery to pay \$2,499 in advance fees. On March 16, 2009, Hillery also signed a payment form which authorized CCIG to charge her credit card \$2,499 in advance fees.

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9.

Estrema Transaction

On or about February 18, 2009, George and Adina Estrema ("the Estremas"), entered into a loan modification agreement with Respondent "in association with" CCIG regarding the Estremas' loan, which was secured by their property located at 39680 Rowan Court, Murrieta, CA. This agreement arranged for the Estremas to pay \$2,499 in advance fees. On February 20, 2009, the Esteremas also signed a payment form which authorized CCIG to charge their credit card \$2,500 in advance fees.

10.

Garcia Transaction

On or about February 2, 2009, Antonio Bercerra Garcia ("A. Garcia"), entered into a loan modification agreement with RESPONDENT "in association with" CCIG regarding A. Garcia's loan, which was secured by his property located at 4617 38th Avenue, Sacramento, CA. This agreement arranged for A. Garcia to pay \$2,999 in advance fees. On February 2, 2009, A. Garcia also issued a \$1,499.50 check to CCIG as the first deposit on his loan modification.

11.

Chapman Transaction

On or about January 15, 2009, Anthony and Linda Chapman ("the Chapmans"), entered into a loan modification agreement with Respondent "in association with" CCIG regarding the Chapmans' loan, which was secured by their property located at 19923 Serrano Road, Apple Valley, CA. This agreement arranged for the Estremas to pay \$3,499 in advance fees. On January 15, 2009, the Chapmans also signed a payment form which authorized CCIG to charge their credit card \$1,500 in advance fees.

12.

Miller Transaction

On or about February 19, 2009, Terry Miller ("Miller"), entered into a loan modification agreement with RESPONDENT "in association with" CCIG regarding Miller's loan,

which was secured by his property located at 4125 Eagle Flight Drive, Simi Valley, CA. This agreement arranged for Miller to pay \$2,500 in advance fees. On February 19, 2009, Miller also signed a payment form which authorized CCIG to charge his credit card \$2,500 in advance fees.

13.

Stephens Transaction

In or about February 2009, Douglas Ray Stephens ("Stephens"), entered into a loan modification agreement with RESPONDENT "in association with" CCIG regarding Stephens's loan, which was secured by his property located at 1091 Salvador Street, Costa Mesa, CA. This agreement arranged for Stephens to pay \$3,499 in advance fees. After paying the advance fees, Stephens received neither a loan modification nor a refund of his fees.

DETERMINATION OF ISSUES

1.

The agreements described in Paragraphs 3 through 13 above, constitute advance fee agreements within the meaning of Code Section 10026. On May 5, 2009, Respondent submitted an advance fee agreement for review by the Real Estate Commissioner. However, the advance fee agreements described in paragraphs 3 through 13 predated the agreement submitted to the Real Estate Commissioner. These advance fee agreements also contained different language than the agreement subsequently submitted to the Real Estate Commissioner. Therefore, Respondent failed to submit the advance fee agreements described in paragraphs 3 through 13 above to the Commissioner ten days before using them, in violation of Code Section 10085 and Section 2970 of Title 10, California Code of Regulations ("Regulations").

2.

The conduct, acts and/or omissions of Respondent, as set forth above, are in violation of Code Sections 10085 and 10085.5(a) and Regulation 2970, is cause for the suspension or revocation of the licenses and license rights of Respondent pursuant to Code Sections 10085, 10177(d) and 10177(g).

3.

The compensation of CCIG for acts requiring a real estate license, as alleged in paragraphs 3 through 13 above, is cause for the suspension or revocation of the licenses and license rights of Respondent pursuant to Code Sections 10137, 10177(d) and 10177(g).

4.

The standard of proof applied was clear and convincing proof to a reasonable certainty.

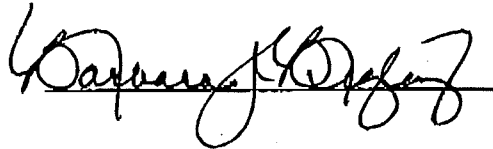
ORDER

The license and license rights of Respondent MORTGAGE MODIFICATION LEGAL NETWORK under the provisions of Part I of Division 4 of the Business and Professions Code are revoked.

This Decision shall become effective at 12 o'clock noon on SEP 19 2011.

DATED: 8/24/11.

BARBARA J. BIGBY
Acting Real Estate Commissioner



FILED

1 Department of Real Estate
2 320 West Fourth Street, Suite 350
3 Los Angeles, CA 90013
4
5 (213) 576-6982

AUG 18 2011

DEPARTMENT OF REAL ESTATE
BY: *Gerardo Valencia*

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

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In the Matter of the Accusation of)	No. H-36988 LA
)	
<u>MORTGAGE MODIFICATION LEGAL</u>)	
<u>NETWORK and CHRIS ADAM CHUDACOFF,</u>)	DEFAULT ORDER
individually, and formerly as)	
Designated officer of Mortgage)	
Modification Legal Network.)	
)	
Respondents.)	

Respondent MORTGAGE MODIFICATION LEGAL NETWORK,
having failed to file a Notice of Defense within the time
required by Section 11506 of the Government Code, is now in
default. It is, therefore, ordered that a default be entered
on the record in this matter.

IT IS SO ORDERED *August 17, 2011*

BARBARA J. BIGBY
Acting Real Estate Commissioner

By: *Dolores Weeks*
DOLORES WEEKS
Regional Manager

SACTO
Flag

FILED

1 Department of Real Estate
2 320 West Fourth Street, #350
3 Los Angeles, California 90013

AUG 23 2011

3 (213) 576-6982
4 (213) 576-6910

DEPARTMENT OF REAL ESTATE
BY: Shirley Valeris

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11	In the Matter of the Accusation of)	NO. H-36988 LA
)	
12	MORTGAGE MODIFICATION LEGAL)	
	NETWORK INC and CHRIS ADAM)	<u>STIPULATION AND AGREEMENT</u>
13	<u>CHUDACOFF</u> , individually and)	
	formerly as designated officer)	
14	of Mortgage Modification Legal)	
	Network,)	
15	Respondents.)	
16)	

17 It is hereby stipulated by and between CHRIS ADAM
18 CHUDACOFF (sometimes referred to as "Respondent") and his
19 attorney of record, Andrew McCarron, and the Complainant, acting
20 by and through James A. Demus, Counsel for the Department of
21 Real Estate, as follows for the purpose of settling and
22 disposing of the Accusation filed on December 21, 2010, in this
23 matter:

24 1. All issues which were to be contested and all
25 evidence which was to be presented by Complainant and
26 Respondents at a formal hearing on the Accusation, which hearing
27

1 was to be held in accordance with the provisions of the
2 Administrative Procedure Act ("APA"), shall instead and in place
3 thereof be submitted solely on the basis of the provisions of
4 this Stipulation and Agreement ("Stipulation").

5 2. Respondent has received, read and understands the
6 Statement to Respondent, the Discovery Provisions of the APA and
7 the Accusation, filed by the Department of Real Estate in this
8 proceeding.

9 3. On December 30, 2010, Respondent filed a Notice of
10 Defense pursuant to Section 11506 of the Government Code for the
11 purpose of requesting a hearing on the allegations in the
12 Accusation. Respondent hereby freely and voluntarily withdraws
13 said Notice of Defense. Respondent acknowledges that he
14 understands that by withdrawing said Notice of Defense, he will
15 thereby waive his right to require the Commissioner to prove the
16 allegations in the Accusation at a contested hearing held in
17 accordance with the provisions of the APA and that he will waive
18 other rights afforded to him in connection with the hearing such
19 as the right to present evidence in defense of the allegations
20 in the Accusation and the right to cross-examine witnesses.

21 4. This Stipulation is based on the factual
22 allegations contained in the Accusation filed in this
23 proceeding. In the interest of expedience and economy,
24 Respondent chooses not to contest these factual allegations, but
25 to remain silent and understands that, as a result thereof,
26 these factual statements will serve as a prima facie basis for
27 the disciplinary action stipulated to herein. The Real Estate

1 Commissioner shall not be required to provide further evidence
2 to prove such allegations.

3 5. This Stipulation and Respondent's decision not to
4 contest the Accusation are made for the purpose of reaching an
5 agreed disposition of this proceeding and are expressly limited
6 to this proceeding and any other proceeding or case in which the
7 Department of Real Estate ("Department"), or another licensing
8 agency of this state, another state or if the federal government
9 is involved and otherwise shall not be admissible in any other
10 criminal or civil proceedings.

11 6. It is understood by the parties that the Real
12 Estate Commissioner may adopt the Stipulation as his decision in
13 this matter thereby imposing the penalty and sanctions on
14 Respondent's real estate license and license rights as set forth
15 in the below "Order". In the event that the Commissioner in his
16 discretion does not adopt the Stipulation, the Stipulation shall
17 be void and of no effect, and Respondent shall retain the right
18 to a hearing on the Accusation under all the provisions of the
19 APA and shall not be bound by any stipulation or waiver made
20 herein.

21 7. The Order or any subsequent Order of the Real
22 Estate Commissioner made pursuant to this Stipulation shall not
23 constitute an estoppel, merger or bar to any further
24 administrative or civil proceedings by the Department of Real
25 Estate with respect to any conduct which was not specifically
26 alleged to be causes for accusation in this proceeding.

27 ///

1 DETERMINATION OF ISSUES

2 By reason of the foregoing stipulations and waivers and
3 solely for the purpose of settlement of the pending Accusation
4 without a hearing, it is stipulated and agreed that the following
5 determination of issues shall be made:

6 The conduct, acts and/or omissions of Respondent CHRIS
7 ADAM CHUDACOFF as described in Paragraph 4, constitute cause for
8 the suspension or revocation of all the real estate licenses and
9 license rights of Respondent CHRIS ADAM CHUDACOFF under the
10 provisions of Sections 10085, 10137, 10177(d), 10177(g) and
11 10177(h) of the Business and Professions Code ("Code").

12 ORDER

13 WHEREFORE, THE FOLLOWING ORDER is hereby made:

14 I

15 A. All licenses and license rights of Respondent CHRIS
16 ADAM CHUDACOFF under the Real Estate Law are suspended for a
17 period of sixty (60) days from the effective date of this
18 Decision; provided, however, that the initial thirty (30) days
19 of said suspension shall be stayed upon the following terms and
20 conditions:

21 1. Respondent pays a monetary penalty pursuant to Section
22 10175.2 of the Business and Professions Code of \$1,000.

23 2. Said payment shall be in the form of a cashier's check
24 or certified check made payable to the Recovery Account of the
25 Real Estate Fund. Said check must be received by the Department
26 prior to the effective date of the Decision in this matter.

27

1 3. No further cause for disciplinary action against the
2 real estate license of Respondent occurs within one year from
3 the effective date of the Decision in this matter.

4 4. If Respondent fails to pay the monetary penalty in
5 accordance with the terms and conditions of the Decision, the
6 Commissioner may, without a hearing, order the immediate
7 execution of all or any part of the stayed suspension in which
8 event the Respondent shall not be entitled to any repayment nor
9 credit, prorated or otherwise, for money paid to the Department
10 under the terms of this Decision.

11 5. If Respondent pays the monetary penalty and if no
12 further cause for disciplinary action against the real estate
13 license of Respondent occurs within one year from the effective
14 date of the Decision, the stay hereby granted shall become
15 permanent.

16 B. The remaining thirty (30) days of the sixty (60)
17 day suspension shall be stayed for two (2) years upon the
18 following terms and conditions:

19 (1) Respondent CHRIS ADAM CHUDACOFF shall obey all laws,
20 rules and regulations governing the rights, duties and
21 responsibilities of a real estate licensee in the State of
22 California; and

23 (2) That no final subsequent determination be made after
24 hearing or upon stipulation, that cause for disciplinary action
25 occurred within two (2) years from the effective date of this
26 Decision. Should such a determination be made, the Commissioner
27 may, in his discretion, vacate and set aside the stay order and

1 reimpose all or a portion of the stayed suspension. Should no
2 such determination be made, the stay imposed herein shall become
3 permanent.

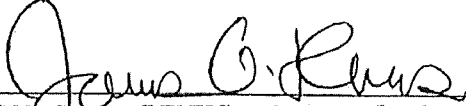
4 II

5 Respondent CHRIS ADAM CHUDACOFF shall within six (6)
6 months from the effective date of the Decision herein, take and
7 pass the Professional Responsibility Examination administered by
8 the Department including the payment of the appropriate
9 examination fee. If Respondent fails to satisfy this condition,
10 the Commissioner may order suspension of Respondent's license
11 until Respondent passes the examination.

12 III

13 All licenses and licensing rights of Respondent CHRIS
14 ADAM CHUDACOFF are indefinitely suspended unless or until
15 Respondent provides evidence satisfactory to the Real Estate
16 Commissioner by the effective date of this Decision, that he has
17 made payment of restitution in the amount of \$3,000 to Clara
18 Garcia, \$3,000 to Kiana Maxwell, \$3,500 to Peter and Charlene
19 Gridley, \$2,499 to Sean Spree, \$3,499 to Mitchell and Heather
20 Lewis, \$2,499 to Ebony Hillery, \$2,500 to George and Adina
21 Estrema, \$2,999 to Antonio Bercerra Garcia, \$3,499 to Anthony
22 and Linda Chapman, \$2,500 to Terry Miller and to \$3,499 to
23 Douglas Ray Stephens.

24 DATED: 7/13/11

25 
26 JAMES A. DEMUS, Counsel for the
Department of Real Estate

27 * * *

1 I have read the Stipulation and Agreement, have
2 discussed it with my counsel, and its terms are understood by me
3 and are agreeable and acceptable to me. I understand that I am
4 waiving rights given to me by the California Administrative
5 Procedure Act (including but not limited to Sections 11506,
6 11508, 11509 and 11513 of the Government Code), and I willingly,
7 intelligently and voluntarily waive those rights, including the
8 right of requiring the Commissioner to prove the allegations in
9 the Accusation at a hearing at which I would have the right to
10 cross-examine witnesses against me and to present evidence in
11 defense and mitigation of the charges.

12 Respondent can signify acceptance and approval of the terms
13 and conditions of this Stipulation and Agreement by faxing a
14 copy of the signature page, as actually signed by Respondent, to
15 the Department at the following fax number: (213) 576-6917.

16 Respondent agrees, acknowledges and understands that by
17 electronically sending to the Department a fax copy of his
18 actual signature as it appears on the Stipulation and Agreement,
19 that receipt of the faxed copy by the Department shall be as
20 binding on Respondent as if the Department had received the
21 original signed Stipulation and Agreement.

22 Further, if the Respondent is represented by counsel,
23 Respondent's counsel can signify his agreement to the terms and
24 conditions of the Stipulation and Agreement by submitting that
25 signature via fax.
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DATED: 5/23/11

[Handwritten signature]

[Handwritten signature]

CHRIS ADAM CHUDACOFF
Respondent

DATED: 5/25/11

[Handwritten signature]

ANDREW MCCAFFRON
Attorney for Respondent

* * *

The foregoing Stipulation and Agreement is hereby
adopted as my Decision and Order in this matter, and shall
become effective at 12 o'clock noon on **SEP 13 2011**.

IT IS SO ORDERED 8/19, 2011.

BARBARA J. BIGBY
Acting Real Estate Commissioner

[Handwritten signature]

FILED

DEC 21 2010

DEPARTMENT OF REAL ESTATE
BY: James B. Via

1 JAMES DEMUS, Counsel (SBN 225005)
2 Department of Real Estate
3 320 West Fourth St., #350
4 Los Angeles, CA 90013
5 (213) 576-6982
6 (213) 576-6910 (direct)

8
9 BEFORE THE DEPARTMENT OF REAL ESTATE
10 STATE OF CALIFORNIA

11 * * *

12 In the Matter of the Accusation of)
13)
14 MORTGAGE MODIFICATION LEGAL NETWORK)
15 INC and CHRIS ADAM CHUDACOFF,)
16 individually and formerly as)
17 designated officer of Mortgage)
Modification Legal Network Inc,)
Respondents.)

No. H-36988 LA
A C C U S A T I O N

18 The Complainant, Robin Trujillo, a Deputy Real Estate
19 Commissioner of the State of California, for cause of
20 Accusation against MORTGAGE MODIFICATION LEGAL NETWORK INC and
21 CHRIS ADAM CHUDACOFF, individually and formerly as designated
22 officer of Mortgage Modification Legal Network Inc, is informed
23 and alleges as follows:

24 1.

25 The Complainant, Robin Trujillo, a Deputy Real Estate
26 Commissioner of the State of California, makes this Accusation
27 in her official capacity.

1 2.

2 MORTGAGE MODIFICATION LEGAL NETWORK INC (hereinafter
3 "MMLN") is presently licensed and/or has license rights under
4 the Real Estate Law (Part 1 of Division 4 of the Business and
5 Professions Code, hereinafter "Code"), as a corporate real
6 estate broker.

7 3.

8 CHRIS ADAM CHUDACOFF (hereinafter "CHUDACOFF") is
9 presently licensed and/or has license rights under the Real
10 Estate Law, as a real estate broker. He was also designated
11 officer of MMLN between December 24, 2008 and November 5, 2009.

12 4.

13 Colorado Capital Investment Group ("CCIG") is not
14 now, nor has it ever been, licensed by the California
15 Department of Real Estate in any capacity.

16 5.

17 At all times material herein, Respondents MMLN and
18 CHUDACOF were engaged in the business of, acted in the capacity
19 of, advertised or assumed to act as real estate brokers in the
20 State of California, within the meaning of Code Sections
21 10131(d) and 10131.2, including brokering mortgage loans and
22 performing loan modification activities and claiming,
23 demanding, charging, receiving, collecting or contracting for
24 the collection of an advance fee, within the meaning of Code
25 Section 10026, including, but not limited to, the following
26 loan modification activities with respect to loans which were
27 secured by liens on real property.

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6.

Clara Garcia Transaction

In or about March 2009, MMLN solicited Clara Garcia ("Garcia") via email, offering to perform a modification of Garcia's loan, which was secured by her property located at 4540 Paulhan Avenue, Los Angeles, CA. On or about March 4, 2009, Garcia entered into a loan modification agreement with MMLN "in association with" CCIG. This agreement arranged for Garcia's payment of \$2,999 in advance fees. On March 4, 2009, Garcia also signed a payment form from MMLN, in which she authorized CCIG to charge her credit card \$3,000 in advance fees.

7.

Kiana Maxwell Transaction

On or about March 6, 2009, Kiana Maxwell ("Maxwell"), entered into a loan modification agreement with MMLN "in association with" CCIG regarding Maxwell's loan, which was secured by her property located at 1229 East Carson Street, #2, Carson, CA. This agreement arranged for Maxwell's payment of \$3,000 in advance fees. On March 6, 2009, Maxwell also signed a payment form from MMLN, in which she authorized CCIG to charge her credit card \$1,500 in advance fees.

8.

Peter and Charlene Gridley Transaction

On or about April 6, 2009, Peter and Charlene Gridley ("the Gridleys"), entered into a loan modification agreement with MMLN "in association with" CCIG regarding the Gridley's

1 loan, which was secured by their property located at 210 E.
2 Flamingo Road, #120, Las Vegas, NV. This agreement arranged
3 for the Gridleys to pay \$3,500 in advance fees. On April 6,
4 2009, the Gridleys also signed a payment form which authorized
5 CCIG to charge their credit card \$3,500 in advance fees.

6 9.

7 Sean Spreen Transaction

8 On or about March 23, 2009, Sean Spreen ("Spreen"),
9 entered into a loan modification agreement with MMLN "in
10 association with" CCIG regarding Spreen's loan, which was
11 secured by his property located at 25 Muirfield, Dove Canyon,
12 CA. On March 6, 2009, Spreen also signed a payment form from
13 MMLN, in which he authorized CCIG to charge his credit card
14 \$2,499 in advance fees.

15 10.

16 Mitchell and Heather Lewis Transaction

17 On or about January 20, 2009, Mitchell and Heather
18 Lewis ("the Lewis's"), entered into a loan modification
19 agreement with MMLN "in association with" CCIG regarding the
20 Lewis's loan, which was secured by their property located at 25
21 Danbury, Ladera Ranch, CA. This agreement arranged for the
22 Lewis's to pay \$3,499 in advance fees. On January 20, 2009,
23 the Lewis's also signed a payment form which authorized CCIG to
24 charge their credit card \$3,499 in advance fees.

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11.

Ebony Hillery Transaction

On or about March 16, 2009, Ebony Hillery ("Hillery"), entered into a loan modification agreement with MMLN "in association with" CCIG regarding Hillery's loan, which was secured by her property located at 26982 Winter Park Place, Moreno Valley, CA. This agreement arranged for Hillery to pay \$2,499 in advance fees. On March 16, 2009, Hillery also signed a payment form which authorized CCIG to charge her credit card \$2,499 in advance fees.

12.

George and Adina Estrema Transaction

On or about February 18, 2009, George and Adina Estrema ("the Estremas"), entered into a loan modification agreement with MMLN "in association with" CCIG regarding the Estremas' loan, which was secured by their property located at 39680 Rowan Court, Murrieta, CA. This agreement arranged for the Estremas to pay \$2,499 in advance fees. On February 20, 2009, the Esteremas also signed a payment form which authorized CCIG to charge their credit card \$2,500 in advance fees.

13.

Antonio Bercerra Garcia Transaction

On or about February 2, 2009, Antonio Bercerra Garcia ("A. Garcia"), entered into a loan modification agreement with MMLN "in association with" CCIG regarding A. Garcia's loan, which was secured by his property located at 4617 38th Avenue, Sacramento, CA. This agreement arranged for A. Garcia

1 to pay \$2,999 in advance fees. On February 2, 2009, A. Garcia
2 also issued a \$1,499.50 check to CCIG as the first deposit on
3 his loan modification.

4 14.

5 Anthony & Linda Chapman Transaction

6 On or about January 15, 2009, Anthony and Linda
7 Chapman ("the Chapmans"), entered into a loan modification
8 agreement with MMLN "in association with" CCIG regarding the
9 Chapmans' loan, which was secured by their property located at
10 19923 Serrano Road, Apple Valley, CA. This agreement arranged
11 for the Estremas to pay \$3,499 in advance fees. On January 15,
12 2009, the Chapmans also signed a payment form which authorized
13 CCIG to charge their credit card \$1,500 in advance fees.

14 15.

15 Terry Miller Transaction

16 On or about February 19, 2009, Terry Miller
17 ("Miller"), entered into a loan modification agreement with
18 MMLN "in association with" CCIG regarding Miller's loan, which
19 was secured by his property located at 4125 Eagle Flight Drive,
20 Simi Valley, CA. This agreement arranged for Miller to pay
21 \$2,500 in advance fees. On February 19, 2009, Miller also
22 signed a payment form which authorized CCIG to charge his
23 credit card \$2,500 in advance fees.

24 16.

25 Douglas Ray Stephens Transaction

26 In or about February 2009, Douglas Ray Stephens
27 ("Stephens"), entered into a loan modification agreement with

1 MMLN "in association with" CCIG regarding Stephens's loan,
2 which was secured by his property located at 1091 Salvador
3 Street, Costa Mesa, CA. This agreement arranged for Stephens
4 to pay \$3,499 in advance fees. After paying the advance fees,
5 Stephens received neither a loan modification nor a refund of
6 his fees.

7 17.

8 The agreements made by MMLN, as described in
9 Paragraphs 6 through 16 above, constitute advance fee
10 agreements within the meaning of Code Section 10026. On May 5,
11 2009, MMLN and CHUDACOFF submitted an advance fee agreement for
12 review by the commissioner. However, the advance fee
13 agreements described in paragraphs 6 through 16 predated the
14 agreement submitted to the commissioner. These advance fee
15 agreements also contained different language that the agreement
16 subsequently submitted to the commissioner. Therefore, MMLN
17 and CHUDACOFF failed to submit the advance fee agreements
18 described in paragraphs 6 through 16 above to the Commissioner
19 ten days before using them, in violation of Code Section 10085
20 and Section 2970 of Title 10, California Code of Regulations
21 ("Regulations").

22 18.

23 The conduct, acts and/or omissions of Respondents
24 MMLN and CHUDACOFF, as set forth above, are in violation of
25 Code Sections 10085 and 10085.5(a) and Regulation 2970,
26 providing cause for the suspension or revocation of the
27

1 licenses and license rights of Respondents MMLN and CHUDACOFF
2 pursuant to Code Sections 10085, 10177(d) and/or 10177(g).

3 19.

4 Under Code Section 10131(d), only a real estate
5 broker may negotiate loans or collect payments or perform
6 services for borrowers in connections with loans secured by
7 liens on real property. Under Code Section 10137, it is
8 unlawful for any licensed real estate broker to employ or
9 compensate, directly or indirectly, any unlicensed entity for
10 performing acts requiring a real estate license.

11 20.

12 The compensation of CCIG for performing loan
13 modification services, as alleged in paragraphs 6 through 16
14 above, subjects the real estate licenses and license rights of
15 MMLN and CHUDACOFF to suspension or revocation pursuant to
16 Sections 10137, 10177(d) and/or 10177(g) of the Code.

17 21.

18 Failure to Supervise

19 The conduct, acts and/or omissions of Respondent
20 CHUDACOFF, as set forth above, constitutes a breach of
21 responsibility by the corporate officer in charge, in violation
22 of Code Section 10159.2 and Regulation 2725. It also provides
23 cause for the suspension or revocation of the licenses and
24 license rights of Respondent CHUDACOFF pursuant to Code
25 Sections 10177(d), 10177(h) and/or 10177(g).

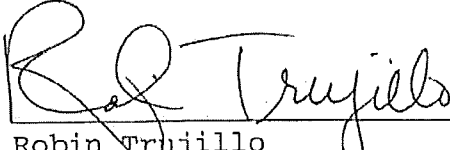
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WHEREFORE, Complainant prays that a hearing be conducted on the allegations of this Accusation and that upon proof thereof, a decision be rendered imposing disciplinary action against all the licenses and license rights of Respondents MORTGAGE MODIFICATION LEGAL NETWORK INC and CHRIS ADAM CHUDACOFF under the Real Estate Law, and for such other and further relief as may be proper under other applicable provisions of law.

Dated at Los Angeles, California
this 15 day of December, 2010.



Robin Trujillo
Deputy Real Estate Commissioner

cc: MORTGAGE MODIFICATION LEGAL NETWORK INC
Chris Adam Chudacoff
Robin Trujillo
Sacto.