



1           2.     Respondent Alejandro S. Assam ("Mr. Assam") is the Owner of Pacific Gold.  
2 Mr. Assam is authorized to transact business in Arizona as a mortgage banker within the  
3 meaning of A.R.S. § 6-941(5), as outlined within A.R.S. § 6-943(F).

4           3.     Pacific Gold and Mr. Assam are not exempt from licensure as a mortgage  
5 banker within the meaning of A.R.S. §§ 6-942 and 6-941(5).

6           4.     Beginning on July 24, 2006 through September 14, 2006, the Department  
7 conducted an examination of the mortgage banker business of Pacific Gold and Mr. Assam,  
8 and found that the Respondents:

- 9           a.     Rodney Reyes, the Responsible Individual, failed to be in active  
10                   management of Respondents' activities governed by A.R.S. Title 6,  
11                   Chapter 9, Article 2 and other applicable laws and rules; specifically:
- 12                   i.     Mr. Reyes has not ensured compliance with all Arizona laws and  
13                           all rules as evidenced by the multiple violations and repeat exam  
14                           violations;
- 15           b.     Failed to use its principal place of business license number within all  
16                   regulated advertising in at least fourteen (14)  
17                   advertisements/solicitations; failed to include the Annual Percentage  
18                   Rate in one (1) advertisement; and unlawfully paid for four (4)  
19                   advertisements/solicitations involving title agency referrals;
- 20           c.     Failed to maintain samples of every piece of advertising relating to their  
21                   Arizona mortgage banker business;
- 22           d.     Failed to conduct the minimum elements of reasonable employee  
23                   investigations before hiring employees; specifically:
- 24                   i.     Failed to collect and review all of the documents authorized by  
25                           the Immigration and Control Act of 1986 for two (2) employees;  
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- ii. Failed to obtain a completed, signed, and/or dated "I9" (Employment Eligibility Verification Form) before hiring at least seventeen (17) employees;
  - iii. Failed to consult with or properly date and document the applicant's most recent or next most recent employer before hiring twenty nine (29) employees;
  - iv. Failed to inquire regarding an applicant's qualifications and competence for the position for forty-eight (48) employees;
  - v. Failed to obtain a credit report before hiring fifteen (15) employees;
  - vi. Failed to conduct further investigation of thirteen (13) employees with derogatory credit reports; and
  - vii. Failed to correct this violation from their last two (2) examinations;
- e. Failed to obtain at least nineteen (19) branch office licenses from the Superintendent; specifically:
- i. Metro Center Mall Kiosk (9617 N. Metro Parkway, Phoenix, AZ 85051); Wal-Mart booth (7601 W. Thomas Rd., Phoenix, AZ); Super Carniceria "El Rancho" (330 S. Gilbert Rd., Mesa, AZ 85204); Super Carniceria "El Rancho" (303 E. Southern Ave., Mesa, AZ 85210); Super Carniceria "La Estrella" (819 E. Broadway, Mesa, AZ 85204); Chandler Mart (Arizona and Ray Roads, Chandler, AZ 85225); Food City (Arizona and Ray Road, Chandler, AZ 85225); El Gran Mercado (1820 S. 35<sup>th</sup> Ave., Phoenix, AZ 85009); Phoenix Park and Swap (3801 E. Washington, Phoenix, AZ 85034); Food City (8210 W. Indian

1 School Rd., Phoenix, AZ 85033); Glendale Swap Meet (5650  
2 N. 35<sup>th</sup> Ave., Glendale, AZ 85301); Swap Meet (5802 N. 55<sup>th</sup>  
3 Ave., Phoenix, AZ 85035); Food City (7227 South Central Ave.  
4 Phoenix, AZ 85009); Food City (2709 W. Van Buren St.,  
5 Phoenix, AZ 85009); Food City (6544 W. Thomas Rd., Phoenix,  
6 AZ 85003); Food City (2709 W. Van Buren St., Phoenix, AZ  
7 85009); Home Depot (4307 W. Camelback Rd., Phoenix, AZ  
8 85035); Phoenix Farm (3353 N. 19<sup>th</sup> Ave, Phoenix, AZ 85015);  
9 and Desert Sky Mall kiosk (7611 W. Thomas Road, Phoenix,  
10 AZ)).

- 11 f. Engaged in unlicensed activity; specifically:
- 12 i. Respondents originated and closed at least four (4) loans at 4045  
13 N. 7<sup>th</sup> St., Suite 208, Phoenix, AZ 85014;
- 14 ii. Respondents originated at least thirteen (13) loans at the  
15 following unlicensed locations: the Phoenix Park and Swap  
16 located at 3801 E. Washington, Phoenix, AZ 85034; (2) the Swap  
17 Meet located at 5802 N. 55<sup>th</sup> Ave., Phoenix, AZ 85035 (2); and at  
18 the El Gran Mercado located at 1820 S. 35<sup>th</sup> Ave., Phoenix, AZ  
19 85009 (9); and
- 20 iii. Respondents solicited consumers at several booths located at 55<sup>th</sup>  
21 Avenue and Bethany Home Rd. (Swap Meet). Respondents had  
22 at least five (5) loan officers on site who were able to originate  
23 mortgage loans and/or obtain credit reports to refinance homes;
- 24 g. Transferred or assigned their mortgage banker license; specifically:
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- 1 i. Respondents treated their branches as franchises with respect to  
2 fees and reimbursements, which are separate and distinct from  
3 the company's main office;
- 4 ii. Branch office leases listed the branch managers as tenants and  
5 were signed by the branch managers and not by the owners of  
6 Pacific Gold Mortgage;
- 7 iii. Personal checks and/or credit/debit cards of branch managers  
8 were used to pay expenses for Respondents before  
9 reimbursement. Some of the personal checks submitted by  
10 branch managers for reimbursement were almost a year old;
- 11 iv. Respondents paid companies that are owned by branch managers  
12 to avoid paying taxes on W-2 earned income;
- 13 v. Respondents required branch managers to pay for credit reports;
- 14 vi. Respondents reimbursed personal items of branch managers.  
15 The branches operated as if they were the branch managers'  
16 independent businesses;
- 17 vii. Branch managers were signers on branch bank accounts and  
18 reimbursed themselves for expenses. Requested back-up  
19 documentation on this issue was not available during the  
20 examination process;
- 21 viii. There were no branch manager/employee written agreements  
22 and/or signed commission contracts in existence for any of the  
23 individuals employed by Respondents;
- 24 ix. Branch managers operated booths at various locations to market  
25 and/or solicit mortgage loans. This was done without prior  
26 authorization or approval by Respondents;

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- x. Branch managers were required to pay for booths at swap meets and various other locations used for marketing and/or soliciting for mortgage loans and to submit the invoices for reimbursement;
- xi. Branches were required to pay Respondents for "G & A" fees in which there was no accounting or back up to support the calculation charged to each branch. These fees were also posted to a "due from branch managers" account on the general ledger. These types of fees are indicative of the fees that are charged to branch managers for the use of Respondents' mortgage banker license. These fees also appeared in a "due from branch managers" account on the general ledger; and
- xii. Branch managers advertised for business in publications, placed TV and/or radio ads, and printed flyers and mailers without prior approval from Respondents;
- h. Failed to keep and maintain, at all times, correct and complete records; specifically:
  - i. Respondents failed to maintain and/or timely produce all checks, invoices, and at least fourteen (14) loan files;
  - i. Failed to maintain original documents or clearly legible copies of all mortgage banking loan transactions; specifically:
    - i. Respondents failed to maintain all final HUD-1 settlement statements;
    - ii. Respondents failed to maintain all documents showing the application's final disposition; and
    - iii. Respondents failed to have all applications signed and dated;

- 1 j. Failed to comply with the disclosure requirements of Title I of the  
2 Consumer Credit Protection Act (15 U.S.C. §§ 1601 through 1666j), the  
3 Real Estate Settlement Procedures Act (12 U.S.C. §§ 2601 through  
4 2617), and the regulations promulgated under these acts; specifically:
- 5 i. Respondents failed to issue all necessary disclosures to at least  
6 one hundred and thirty four (134) borrowers including but not  
7 limited to: initial and final Truth in Lending disclosures, Good  
8 Faith Estimates, affiliated business arrangement disclosures,  
9 annual percentage yield variations involving redisclosure, and  
10 servicing transfer disclosures;
- 11 k. Allowed borrowers to sign regulated documents containing blank  
12 spaces; specifically:
- 13 i. Respondents allowed at least thirty five (35) borrowers to sign  
14 certain regulated documents containing blank spaces without  
15 obtaining proper written permission;
- 16 l. Paid at least \$214,606.00 in compensation to unlicensed, independent  
17 contractors; specifically:
- 18 i. Respondents paid at least \$500.00 to Promo Marketing &  
19 Promotions, which is owned by branch manager Lucio Benitez;
- 20 ii. Respondents paid at least \$164,486.00 to M4 Advertisement,  
21 L.L.C., which is owned by branch manager Luis Ugarte;
- 22 iii. Respondents paid at least \$8,411.00 to Pedro Adum, who is a  
23 branch Manager, for reimbursements involving five (5)  
24 telemarketing personnel working at his branch;
- 25 iv. Respondents paid at least \$36,500.00 to Representaciones  
26 Latinas, which is owned by branch manager Pedro Adum;

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- v. Respondents paid at least \$1,459.00 for loan processing to unlicensed, independent contractors;
- vi. Respondents paid at least \$1,750.00 to unlicensed, independent contractors for "leads";
- vii. Respondents paid at least nine (9) "employee bonus payments" totaling \$1,200.00, which were not reported to payroll and no employee taxes were charged;
- viii. Respondents paid \$300.00 as an advance to a loan officer without reporting to payroll and without charging employee taxes; and
- ix. Respondents failed to correct this violation from their last examination;
- m. Failed to obtain the Superintendent's approval to maintain records in a computer record keeping system;
  - i. Respondents failed to correct this violation from their last examination;
- n. Failed to maintain a complete listing of all checks; specifically:
  - i. Respondents failed to provide the "payment's purpose," including identification of a related loan, if any, on its check register;
- o. Failed to furnish information to the Superintendent within a reasonable time; specifically:
  - i. Respondents failed to provide specific checks, loan files, and invoices to the examiner;
- p. Made a false promise or misrepresentation or concealed an essential or material fact in the course of the mortgage banking business; specifically:

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- i. Respondents provided misleading disclosures to borrowers relating to the terms and conditions of mortgage loans;
  - 1. Respondents consistently disclosed annual percentage rates (“APRs”) on initial Truth in Lending Disclosure Statements that did not include the cost of the loan (mortgage broker and lender fees) in the calculation of the APR involving at least sixty one (61) loans. Because of this omission, the APR was substantially lower than what is reflected on the final Truth in Lending Disclosure Statement as disclosed during the closing process;
  - 2. Respondents failed to disclose to all borrowers that certain loans have a “variable rate feature” also known as an adjustable rate loan;
  - 3. Respondents misstated and misrepresented the borrower’s actual income on several of the final applications submitted to the lender. Respondents were not truthful in the verification of the borrower’s ability to repay certain loans. Several of these loans have stated incomes of self employed individuals, which show as the proof of self employment, a copy of a trade name registration dated several days after the loan application was submitted. Several loans contain problematic similarities such as statements from the borrowers’ clients attesting to the services rendered, which contain the same verbiage, spelling, and grammatical errors. The loan files also

1 contain copies of computer generated flyers and business  
2 cards similar to other loan files; and

3 ii. Respondents were cited for A.R.S. § 6-947(L) in a prior  
4 examination.

5 LAW

6 1. Pursuant to A.R.S. §§ 6-941, *et seq.*, the Superintendent has the authority and  
7 duty to regulate all persons engaged in the mortgage banker business and with the  
8 enforcement of statutes, rules and regulations relating to mortgage bankers.

9 2. By the conduct set forth in the Complaint, Pacific Gold and Mr. Assam  
10 violated the mortgage banker statutes and rules as follows:

- 11 a. A.R.S. § 6-943(F) and A.A.C. R20-4-102 by failing to ensure that the  
12 Responsible Individual maintained a position of active management of  
13 Respondents' activities governed by A.R.S. Title 6, Chapter 9, Article 2  
14 and other applicable laws and rules;
- 15 b. A.R.S. § 6-943(N) and A.R.S. § 6-946(E) by failing to use its principal  
16 place of business license number within all regulated advertising  
17 advertisements/ solicitations; failing to include the Annual Percentage  
18 Rate in all advertisements; and unlawfully paying for  
19 advertisements/solicitations involving title agency referrals;
- 20 c. A.A.C. R20-4-1806(B)(7) by failing to maintain samples of every piece  
21 of advertising relating to their Arizona mortgage banker business;
- 22 d. A.R.S. § 6-943(O) and A.A.C. R20-4-102 by failing to conduct  
23 reasonable investigations before hiring employees;
- 24 e. A.R.S. § 6-944(D) by failing to obtain at least nineteen (19) branch  
25 office licenses from the Superintendent;
- 26 f. A.R.S. § 6-943(A) by engaging in unlicensed mortgage loan activity;

- 1 g. A.R.S. § 6-944(A) by transferring or assigning their mortgage banker  
2 license;
- 3 h. A.R.S. § 6-946(A) and A.A.C. R20-4-1806(B) by failing to keep and  
4 maintain, at all times, correct and complete records;
- 5 i. A.R.S. § 6-946(A) and A.A.C. R20-4-1806(B)(6) by failing to maintain  
6 original documents or clearly legible copies of all mortgage banking  
7 loan transactions;
- 8 j. A.R.S. § 6-946(E) and A.A.C. R20-4-1806(B)(6)(e) by failing to issue  
9 proper federal disclosures;
- 10 k. A.R.S. § 6-947(A) and A.A.C. R20-4-1808 by allowing borrowers to  
11 sign regulated documents containing blank spaces without obtaining the  
12 proper authorization from the borrowers to complete the blank spaces;
- 13 l. A.R.S. § 6-947(B) and A.A.C. R20-4-102 by paying compensation to  
14 unlicensed, independent contractors;
- 15 m. A.R.S. § 6-946(A) by failing to obtain the Superintendent's approval to  
16 maintain records in a computer record keeping system;
- 17 n. A.A.C. R20-4-1806(B)(3) by failing to maintain a complete listing of all  
18 checks;
- 19 o. A.R.S. § 6-945(A) by failing to furnish information to the  
20 Superintendent within a reasonable time; and
- 21 p. A.R.S. § 6-947(L) by making a false promise or misrepresentation or  
22 concealing an essential or material fact in the course of the mortgage  
23 banking business.

24 3. The violations of applicable laws, set forth above, constitute grounds to  
25 suspend or revoke Pacific Gold and Mr. Assam's mortgage banker license, number  
26 BK 0906122, pursuant to A.R.S. § 6-945(A).



- 1           c.     provide a report of the arrangements for storage of the closed loan files.  
2                     This information should conclude a list of all files placed in storage, the  
3                     location of the files, and the name of the person to contact for retrieval;  
4           d.     provide a status report on all branches indicating whether their  
5                     respective branch is closed, merged with another licensee, a DBA of a  
6                     licensee or similar status; and  
7           e.     provide adequate and verifiable documentation that all loans that were  
8                     outstanding as of August 1, 2007, have been funded or transferred to  
9                     another mortgage banker or broker as required in Subsection 7(a) above.

10           5.     Respondents shall pay a civil monetary penalty in the amount of \$75,000.00  
11 (the "Civil Monetary Penalty"). Payment shall be made to the Department in three (3) equal  
12 payments of \$25,000.00. The first payment shall be made on the date of the execution of the  
13 Order by Respondents. This payment shall be made on the date of the execution of the Order  
14 by Respondents. Failure to make this payment shall constitute a default for which there shall  
15 be no period to cure. The second and third payments shall be made on the 30<sup>th</sup> and 60<sup>th</sup> day  
16 after the date of the execution of the Order by Respondents. Failure to deliver the 2<sup>nd</sup> and 3<sup>rd</sup>  
17 payments to the Department on or before the above due dates shall constitute a default.  
18 Regarding the 2<sup>nd</sup> and 3<sup>rd</sup> payments, Respondents shall have five business days to cure a  
19 default.

20           6.     Respondents shall pay an examination fee in the amount of \$28,470.00 (the  
21 Examination Fee"). This payment shall be made on the 90<sup>th</sup> day after the date of the  
22 execution of the Order by Respondents. Failure to deliver this payment to the Department on  
23 or before the due date shall constitute a default. Regarding this payment, Respondents shall  
24 have five business days to cure a default.

25           7.     Respondents shall provide to the Department on the date of the execution of  
26 the Order by Respondents (1) a check in the amount of \$10,000 payable to Leonides and

1 Blanca Ramos and (2) a check in the amount of \$5,626.90 payable to Rafter Appraisers  
2 (“Consumer Remediation”). These payments shall be made on the date of the execution of  
3 the Order by Respondents. Failure to make these payments shall constitute a default for  
4 which there shall be no period to cure.

5 8. Respondents shall execute the Consent to Order of Revocation attached hereto  
6 as Exhibit A.

7 9. The provisions of this Order shall be binding upon Respondents. The Order  
8 resolves the Notice of Hearing, subject to Respondents’ surrender of its licenses and subject  
9 to compliance with the requirements of this Order including, but not limited to payment of  
10 the Civil Monetary Penalty, the Examination Fee and the Consumer Remediation.

11 10. The provisions of this Order shall be binding upon Pacific Gold Mortgage  
12 Group, LLC and Alejandro S. Assam, owner, their employees, agents, and other persons  
13 participating in the conduct of the affairs of Pacific Gold Mortgage Group, LLC.

14 11. This Order shall become effective upon service and shall remain effective and  
15 enforceable until such time as, and except to the extent that, it shall be stayed, modified,  
16 terminated, or set aside.

17 IT IS SO ORDERED this 29th day of August, 2007.

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20 Felecia A. Rotellini  
21 Superintendent of Financial Institutions  
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1 DATED this 28 day of AUGUST, 2007.

2  
3 By   
4 Alejandro S. Assam  
5 President and Owner,  
Pacific Gold Mortgage Group, LLC

6 ORIGINAL of the foregoing  
7 filed this 29<sup>th</sup> day of August, 2007,  
8 in the office of:

9 Felecia A. Rotellini  
10 Superintendent of Financial Institutions  
11 Arizona Department of Financial Institutions  
12 ATTN: June Beckwith  
2910 N. 44th Street, Suite 310  
Phoenix, AZ 85018

13 COPY mailed/delivered same date to:

14 Daniel G. Martin  
15 Administrative Law Judge  
16 Office of the Administrative Hearings  
1400 West Washington, Suite 101  
Phoenix, AZ 85007

17 Jim Belanger  
18 Outside Counsel  
19 Arizona Department of Financial Institutions  
40 North Central Avenue  
Phoenix, AZ 85004-4429

20 Robert D. Charlton, Assistant Superintendent  
21 Judi Moss, Senior Examiner  
22 Arizona Department of Financial Institutions  
2910 N. 44th Street, Suite 310  
Phoenix, AZ 85018

1 AND COPY MAILED SAME DATE by  
2 Certified Mail, Return Receipt Requested, to:

3 Alejandro S. Assam, Owner  
4 Pacific Gold Mortgage Group, L.L.C.  
5 2701 E. Camelback Road, Suite 150  
6 Phoenix, AZ 85016

7 Alejandro S. Assam, Statutory Agent for:  
8 Pacific Gold Mortgage Group, L.L.C.  
9 3149 N. Black Canyon Hwy. #3  
10 Phoenix, AZ 85015

11 Jeffrey Messing, Esq.  
12 Poli & Ball, P.L.C.  
13 2999 North 44th Street, Suite 500  
14 Phoenix, AZ 85018-7252

15

16 By: *June Beckwith*

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1 ARIZONA DEPARTMENT OF FINANCIAL INSTITUTIONS

2  
3 In the Matter of the Revocation of the  
4 Mortgage Banker/Broker License of:

No. 07F-BD -BNK

5 **PACIFIC GOLD MORTGAGE GROUP,**  
6 **L.L.C. AND ALEJANDRO S. ASSAM,**  
7 **OWNER**

8 2701 E. Camelback Rd., Suite 150  
9 Phoenix, AZ 85016

**CONSENT ORDER OF REVOCATION**

Respondents.

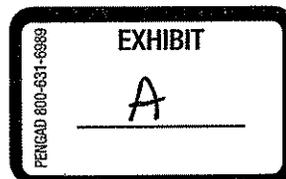
10 1. This document is a Consent Order of Revocation. In the event of a default by  
11 Respondents in any of the terms of the Consent Order executed by the Respondents and the  
12 Department of Financial Institutions on August 28, 2007, this Consent Order of Revocation  
13 shall be entered by the Department and Respondent's license shall be revoked.

14 2. Respondent Pacific Gold Mortgage Group, L.L.C. ("Pacific Gold") is an  
15 Arizona limited liability company authorized to transact business in Arizona as a mortgage  
16 banker, license number BK 0906122 (the "License"), within the meaning of A.R.S. §§ 6-  
17 941, *et seq.* The nature of Pacific Gold's business is that of making, negotiating, or offering  
18 to make or negotiate a mortgage banking loan or a mortgage loan secured by Arizona real  
19 property, within the meaning of A.R.S. § 6-941(5).

20 3. Respondent Alejandro S. Assam ("Mr. Assam") is the Owner of Pacific Gold.  
21 Mr. Assam is authorized to transact business in Arizona as a mortgage banker within the  
22 meaning of A.R.S. § 6-941(5), as outlined within A.R.S. § 6-943(F).

23 4. Pacific Gold and Mr. Assam are not exempt from licensure as a mortgage  
24 banker within the meaning of A.R.S. §§ 6-942 and 6-941(5).

25 5. On August 28, 2007, Respondents executed a Consent Order (the "Consent  
26 Order") in the Matter of Revocation of The Mortgage Banker License of Pacific Gold



1 Mortgage Group, LLC and Alejandro S. Assam, owner (No. 07F-BT-BNK). Pursuant to the  
2 terms of the Consent Order, the Arizona Department of Financial Institutions (the  
3 “Department”), among other things, is agreeing to allow Respondents to surrender their  
4 license.

5 6. Among the terms of the Consent Order are that Respondents pay Consumer  
6 Remediation<sup>1</sup> in the amount of \$ 15,626.90; the Civil Monetary Penalty in the  
7 amount of \$75,000.00; and the Examination Fee in the amount of \$28,470.00.

8 7. The Consumer Remediation and the first installment of the Civil Monetary  
9 Penalty, in the amount of \$25,000.00, are due on August 28, 2007 (the “Execution Date”).  
10 Failure to make these payments on the date of the execution of the Consent Order shall  
11 constitute a default that is not subject to cure. Subsequent installments of the Civil Monetary  
12 Penalty in the amount of \$25,000.00 each are due on or before the 30<sup>th</sup> and 60<sup>th</sup> after the  
13 Execution Date . The Examination Fee in the amount of \$28,470.00 is due on or before the  
14 90<sup>th</sup> day after the Execution Date. Failure to make these payments on or before the due dates  
15 shall constitute a default that Respondents shall have five business days to cure.

16 8. As of the close of business on August 28, 2007, Respondents will no longer be  
17 operating. Respondents understand and agree that the Department has agreed to extend the  
18 period of time for Respondents to make the payments set forth in Paragraph 7 above, and in  
19 the Consent Order, in consideration for Respondents’ consenting to the revocation of their  
20 license in the event of a default.

21 9. Respondents understand that this Consent Order of Revocation will not be  
22 entered unless there is a default that remains uncured for the period of time set forth in the  
23 Consent Order, if any.

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26 <sup>1</sup> Unless indicated otherwise, capitalized terms on the Consent Order of Revocation have the same meaning as in the  
Consent Order.



1 Jim Belanger  
Outside Counsel  
2 Arizona Department of Financial Institutions  
40 North Central Avenue  
3 Phoenix, AZ 85004-4429

4 Robert D. Charlton, Assistant Superintendent  
Judi Moss, Senior Examiner  
5 Arizona Department of Financial Institutions  
2910 N. 44th Street, Suite 310  
6 Phoenix, AZ 85018

7 AND COPY MAILED SAME DATE by  
Certified Mail, Return Receipt Requested, to:

8  
9 Alejandro S. Assam, Owner  
Pacific Gold Mortgage Group, L.L.C.  
2701 E. Camelback Road, Suite 150  
10 Phoenix, AZ 85016

11 Alejandro S. Assam, Statutory Agent for:  
Pacific Gold Mortgage Group, L.L.C.  
12 3149 N. Black Canyon Hwy. #3  
Phoenix, AZ 85015

13  
14 Jeffrey Messing, Esq.  
Poli & Ball, P.L.C.  
2999 North 44th Street, Suite 500  
15 Phoenix, AZ 85018-7252

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17 By: \_\_\_\_\_

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