

STATE OF FLORIDA
OFFICE OF FINANCIAL REGULATION

STATE OF FLORIDA, OFFICE OF
FINANCIAL REGULATION,

Petitioner,

Administrative Proceeding

v.

No. 2738-F-3/10

2738a-F-3/10

2738b-F-3/10

2738c-F-3/10

2738d-F-3/10

THE ELITE FINANCIAL
MANAGEMENT GROUP, INC.,
HPA AKA HOME PROTECTION
AGENCY, CAPITAL GROUP AND
ASSOCIATES, INC., MICHAEL
POKA, AND STEVEN K. ITWARU,

Respondents.

IMMEDIATE FINAL ORDER

TO:

THE ELITE FINANCIAL
MANAGEMENT GROUP, INC.
9200 Bonita Beach Road, Suite 210
Bonita Springs, FL 34135

HPA AKA HOME PROTECTION AGENCY
9200 Bonita Beach Road, Suite 210
Bonita Springs, FL 34135

CAPITAL GROUP AND ASSOCIATES, INC.
9200 Bonita Beach Road, Suite 210
Bonita Springs, FL 34135

MICHAEL POKA
9200 Bonita Beach Road, Suite 210
Bonita Springs, FL 34135

STEVEN K. ITWARU
9200 Bonita Beach Road, Suite 210
Bonita Springs, FL 34135

AUTHORITY

The State of Florida, Office of Financial Regulation (“Office”), being authorized and directed to administer and enforce Chapter 494, Florida Statutes, (the “Act”) governing Mortgage Brokerage and Mortgage Lending in the State of Florida, having examined the activities of THE ELITE FINANCIAL MANAGEMENT GROUP, INC. (“EFMG”), HPA AKA HOME PROTECTION AGENCY (“HPA”), CAPITAL GROUP AND ASSOCIATES, INC. (“CGA”), MICHAEL POKA, and STEVEN K. ITWARU, (collectively “Respondents”), and the Commissioner of the Office having found that Respondents’ unlawful activities constitute an immediate danger to the public health, safety, and welfare, hereby issues and serves this **IMMEDIATE FINAL ORDER** pursuant to Section 494.0014(1), Florida Statutes, and Section 120.569(2)(n), Florida Statutes. Respondents and all persons acting in concert or cooperation with Respondents shall **IMMEDIATELY CEASE AND DESIST** from all continuing violations of Chapter 494, Florida Statutes, and shall take the corrective action detailed herein. Pursuant to Section 120.569(2)(n), Florida Statutes, this Order is based on the findings of fact and conclusions of law set forth below.

FINDINGS OF FACT

1. The Office is the state agency responsible for the administration and enforcement of Chapter 494, Florida Statutes.
2. The Office obtained information prompting an investigation into whether the Respondents were acting as unlicensed loan originators, mortgage brokers, and mortgage brokerage businesses and providing loan modification services in violation of Chapter 494, Florida Statutes.

3. The Office has jurisdiction in this matter and over the Respondents as the investigation disclosed that the Respondents were acting as unlicensed loan originators, mortgage brokers, and mortgage brokerage businesses and providing loan modification services in the state of Florida.

4. Respondent EFMG is a Florida corporation with its principal place of business and mailing address in Florida at 9200 Bonita Beach Road, Suite 210, Bonita Springs, Florida 34135. See Exhibits¹ “001-010” attached. Respondent EFMG is not presently licensed, and at all times material hereto, has not been licensed by the Office pursuant to Chapter 494. See Exhibit “011” attached.

5. Respondent HPA is a fictitious name owned by Respondent EFMG with a mailing address of 9200 Bonita Beach Road, Suite 210, Bonita Springs, Florida 34135. HPA is also known as Home Protection Agency. See Exhibits “012-013” attached. Respondent HPA is not presently licensed, and at all times material hereto, has not been licensed by the Office pursuant to Chapter 494. See Exhibit “014” attached.

6. Respondent CGA is an inactive Florida corporation with its principal place of business in Florida, previously located at 27499 Riverview Center Blvd., Suite 238, Bonita Springs, Florida, but known to be operating in fact at 9200 Bonita Beach Road, Suite 210, Bonita Springs, Florida 34135. See Exhibits “015-018” attached. Respondent CGA is not presently licensed, and at all times material hereto, has not been licensed by the Office pursuant to Chapter 494. See Exhibit “019” attached.

¹ References to exhibits throughout this Immediate Final Order will be made to the last three digits of the attached exhibit pages stamped 000001-000129.

7. Respondent POKA is an individual who resides in Estero, Lee County, Florida. Respondent POKA is President, Secretary, sole Director and control person of Respondents EFMG and HPA. Respondent POKA is President, Director and control person of Respondent CGA. Respondent POKA does business in Florida through Respondents, EFMG, HPA and CGA at 9200 Bonita Beach Road, Suite 210, Bonita Springs, Florida 34135. Respondent POKA is not presently licensed, and at all times material hereto, has not been licensed by the Office pursuant to Chapter 494. See Exhibit "020" attached.

8. Respondent ITWARU is an individual who resides in Naples, Collier County, Florida. Respondent ITWARU is a licensed mortgage broker, and at all times material hereto, has been licensed by the Office as a mortgage broker pursuant to Chapter 494. Respondent ITWARU is employed by Respondents EFMG, HPA and CGA. Respondent ITWARU is not presently licensed as a mortgage brokerage business, and at all times material hereto, has not been licensed as a mortgage brokerage business by the Office pursuant to Chapter 494. See Exhibit "021" attached.

9. On August 28, 2007 Articles of Incorporation were filed with the Florida Department of State, Division of Corporations, incorporating Respondent CGA as a Florida corporation and naming respondent POKA as President and Director. See Exhibits "015-018" attached.

10. On February 6, 2008 Articles of Incorporation were filed with the Florida Department of State, Division of Corporations, incorporating Respondent EFMG as a Florida corporation naming Respondent POKA as President, Secretary and Director. See Exhibits "001-010" attached.

11. On September 26, 2008 Respondent CGA was administratively dissolved for failure to file an annual report. See Exhibits "015-018" attached.

12. On October 28, 2009 Respondent POKA registered the fictitious name HPA, an acronym for Home Protection Agency, with the Florida Department of State, Division of Corporations, and naming Respondent EFMG as the owner of the fictitious name HPA. See Exhibits "012-013" attached.

13. Sometime prior to January 1, 2010, Respondents created a homepage and website in order to solicit business from the general public and otherwise touting its loan modification services at www.elitefinancialmanagementgroup.com. See Exhibits "022-029" attached.

14. At all material times and continuing through the filing of this Immediate Final Order, Respondents have maintained a website advertising its services at www.elitefinancialmanagementgroup.com. Among other representations Respondents claim:

Hundreds of thousands of homeowners across the United States are stuck in mortgages that they can not afford with no way to refinance out of their bad loan because the Real Estate bubble has burst and home values have dropped so low that most lenders have gone out of business and the existing ones have tightened their lending criteria.

Foreclosures are hitting record highs-and all of this is having a direct effect on our economy. The Government has recently been aggressively encouraging lenders to offer homeowners a LOAN MODIFICATION, to help keep borrowers in their homes and prevent foreclosure.

Now is the best time to use EFMG to modify your loan so you can afford your mortgage payments, stay in your home and avoid foreclosure.

What is a Loan Modification?

A loan modification is a process whereby the original terms of a mortgage are changed in order for you to better afford your mortgage obligations. A loan modification will usually do one, all, or some of the following actions: lower the interest rate, extend the term, add the missed payments to the end of the loan which is called a forbearance agreement), reduction in principle.

How does it work?

Our seasoned Mitigators will assess your ability to pay through an analysis of income statements, bank accounts, monthly household expenses, tax returns, and other data. EFMG will then make proposals to your lenders for a restructuring of mortgage terms in a plan that will enhance the likelihood of repayment.

Why would a Lender agree to a Loan Modification?

Lenders have an interest in offering concessions to troubled borrowers because the costs of foreclosure are very high. Also, lenders do not want to take possession of your home, maintain the property, and sell the house, especially in falling markets.

Who qualifies for a Loan Modification?

To qualify for a Loan Modification, homeowners can be current on their payments, be in default, be in bankruptcy, or be in foreclosure at the time the application for modification is made. The programs available to homeowners will vary accordingly.

Call us. We sell nothing but solutions!

See Exhibits “026-027” attached.

15. Contrary to Respondents’ representations, Respondents are not “seasoned Mitigators,” are not legally authorized or otherwise licensed “to help keep borrowers in their homes and prevent foreclosure” or to “make proposals to your [borrower’s] lenders for a restructuring or mortgage terms in a plan.” Respondents do not mitigate, do not assess a borrower’s ability to pay, cannot unilaterally prevent a mortgage lender from foreclosing on a mortgage loan and cannot unilaterally determine who qualifies on the basis of the information Respondents solicit from borrowers. Respondents’ website representations do not disclose to borrowers that mortgage lenders exercise complete discretion to determine the terms of a loan modification and whether to grant a loan modification at all. Respondents’ representations at its website are designed for marketing purposes to identify and lure potential borrowers to contract with Respondents, based upon exaggerated claims, misrepresentations of fact, and undisclosed facts and for these reasons Respondents’ website advertising is unfair, deceptive or misleading.

16. Respondents have posted two video commercials at www.elitefinancialmanagementgroup.com/finance.htm, soliciting the general public for business. The commercial for the Home Protection Agency provides:

Have you fallen behind on your mortgage payments?
Do you presently owe more than your home is worth?
If so, Home Protection Agency can help.
We're a nationwide agency that works directly with your lender to stop foreclosure.
We'll help lower your mortgage payments and help you save your family's home.
Stop the fear of losing your home and call Home Protection Agency for a free consultation.

Join the thousands of Americans that have already lowered their mortgage payments.
Don't wait until it's too late. Call Home Protection Agency now!

Call for a free consultation 1-888-560-1819.

See Exhibits "026-027, 048-050" attached.

17. Contrary to Respondents' representations in this commercial, Respondents are not a "nationwide agency," are not legally authorized or otherwise licensed to work "directly with your lender to stop foreclosure," or "help lower your mortgage payments and help you save your family's home." Respondents' representations within this commercial are designed for marketing purposes to identify and lure potential borrowers to contract with Respondents, based upon exaggerated claims, misrepresentations of fact, and undisclosed facts, and for these reasons Respondents' commercial advertising is unfair, deceptive, or misleading.

18. Respondents' commercial for its Discount Loan Modifications provides:

Attention homeowners!
Are you behind on your mortgage?
Is your mortgage just too high?
Do you need professional help that you can afford?
At HPA we'll help you lower your monthly mortgage payment.
Our experts will go over your options and explain how the recent government relief affects you.

We have local representatives that will come to you and will help you lower your monthly mortgage payment.

Call the number at the bottom of your screen in the next ten minutes and we'll give you a fifty dollar voucher towards our loan modification services.

Honest and affordable help is just a phone call away.

CALL NOW! 1-877-294-3030.

See Exhibits ““026-027, 048-050” attached.

19. Contrary to Respondents' representations in this commercial, Respondents are not “experts,” are not legally authorized or otherwise licensed to “help you lower your monthly mortgage payment,” to “come to you and will help you lower your monthly mortgage payment.” Respondents' representations within this commercial are designed for marketing purposes to identify and lure potential borrowers to contract with Respondents, based upon exaggerated claims, misrepresentations of fact, and undisclosed facts, and for these reasons Respondents' commercial advertising is unfair, deceptive, or misleading.

20. At all material times and continuing through the filing of this Immediate Final Order, Respondents have also maintained a website advertising its services at www.homeprotectionagency.com. Among other representations Respondents claim:

“Our team of highly trained certified mitigators can help lower your mortgage payments and keep you in your home.”

...

WHY WE CAN HELP

- We negotiate with the lenders on the clients behalf.
- We are a nationally recognized company to actually meet with all of our clients.
- We work with over 100 lenders. There is no substitute for experience.
- We have built a massive infrastructure of clientele, investors and buyers who in many cases buy our clients' homes.
- We have a world wide network of investors (buyers).
- We have a team of mitigators who have several years of loan processing, mortgage and banking experience.

There still may be time. With the right team in your corner, we can help prevent you from becoming another statistic and help you look forward to the future.

Loan Modification

Hundreds of thousands of homeowners across the United States are stuck in mortgages that they can not afford with no way to refinance out of their bad loan because the Real Estate bubble has burst and home values have dropped so low that most lenders have gone out of business and the existing ones have tightened their lending criteria.

Foreclosures are hitting record highs-and all of this is having a direct effect on our economy. The Government has recently been aggressively encouraging lenders to offer homeowners a LOAN MODIFICATION, to help keep borrowers in their homes and prevent foreclosure.

Now is the best time to use **Home Protection Agency (HPA)** to modify your loan so you can afford your mortgage payments, stay in your home and avoid foreclosure.

What is a Loan Modification?

A loan modification is a process whereby the original terms of a mortgage are changed in order for you to better afford your mortgage obligations. A loan modification will usually do one, all, or some of the following actions: lower the interest rate, extend the term, add the missed payments to the end of the loan which is called a forbearance agreement), reduction in principle.

How does it work?

Our seasoned Mitigators will assess your ability to pay through an analysis of income statements, bank accounts, monthly household expenses, tax returns, and other data. HPA will then make proposals to your lenders for a restructuring of mortgage terms in a plan that will enhance the likelihood of repayment.

Why would a Lender agree to a Loan Modification?

Lenders have an interest in offering concessions to troubled borrowers because the costs of foreclosure are very high. Also, lenders do not want to take possession of your home, maintain the property, and sell the house, especially in falling markets.

Who qualifies for a Loan Modification?

To qualify for a Loan Modification, homeowners can be current on their payments, be in default, be in bankruptcy, or be in foreclosure at the time the application for modification is made. The programs available to homeowners will vary accordingly.

CALL US TODAY AT 1-866-700-9090

See Exhibits "030-046" attached.

21. Contrary to Respondents' representations, Respondents are not "highly trained certified mitigators," are not a "nationally recognized company," do not "work with over 100

lenders,” do not “have a world wide network of investors,” do not “have a team of mitigators who have several years of loan processing, mortgage and banking experience,” have not “built a massive infrastructure of clientele, investors and buyers who in many cases buy our clients' homes,” are not legally authorized or otherwise licensed to “help lower your mortgage payments and keep you in your home.” Respondents do not mitigate, do not assess a borrower’s ability to pay, cannot unilaterally prevent a mortgage lender from foreclosing on a mortgage loan and cannot unilaterally determine who qualifies on the basis of the information Respondents solicit from borrowers. Respondents’ website representations do not disclose to borrowers that mortgage lenders exercise complete discretion to determine the terms of a loan modification and whether to grant a loan modification at all. Respondents’ representations at its website are designed for marketing purposes to identify and lure potential borrowers to contract with Respondents, based upon exaggerated claims, misrepresentations of fact, and undisclosed facts, and for these reasons Respondents’ website advertising is unfair, deceptive, or misleading.

22. Contrary to Respondents’ representations at its websites and commercials, Respondents are not “experts,” or “mitigators,” Respondents are not even legally authorized, or licensed, to negotiate a loan modification on behalf of the public and Respondents cannot unilaterally determine who qualifies on the basis of the information Respondents solicit, instead the information solicited is designed for marketing purposes to identify and lure potential borrowers to Respondents and for these reasons Respondents’ advertising is unfair, deceptive, or misleading.

23. During 2009, the Office became aware that Respondents were acting as unlicensed mortgage brokers and mortgage brokerage businesses and soliciting the public for loan modification services. On December 3, 2009, the Office sent Respondents a letter

informing Respondents that an active mortgage broker, mortgage broker business, or mortgage lender's license is required to engage in loan modifications. The Office's letter provides in pertinent part:

The Office of Financial Regulation (OFR) has obtained information that suggests your business, Elite Financial Management, may be acting as a loan modification company in Florida. During the 2009 legislative session, the state legislature modified Chapter 494 of the Florida Statutes (the Florida Mortgage Brokerage and Lending Act). This modification, signed into law by Governor Crist on June 29, 2009 states that after December 31, 2009, individuals and companies may not provide loan modification services without an active Mortgage Broker, Mortgage Broker Business, or Mortgage Lender license.

Consequently, any person or entity that is not exempt from licensing as provided in Section 494.00115, Florida Statutes, that continues to engage in loan modifications in this state without an active Mortgage Broker, Mortgage Broker Business, or Mortgage Lender license, is guilty of a felony of the third degree, punishable as provided for under Sections 775.082, 775.083 and 775.084, Florida Statutes.

If you believe there is an error in our information pertaining to your conduct as a loan modification company, please reply to me on company letterhead as soon as possible.

To apply for a Mortgage Broker or Mortgage Broker Business license or a Mortgage Lender license, visit OFR's website at <http://www.flofr.com/real/>. If your company is currently licensed under Chapter 494, Florida Statutes in another name but also doing business under the name indicated above, please update your license information using OFR's website. Should you have any questions regarding the application process, please call the Regulatory Review Section at (850) 410-9895.

As always, OFR stands ready to assist with your compliance under this new statute.

See Exhibit "047" attached.

24. Pursuant to its regulatory responsibilities, on or about January 28, 2010 and February 1, 2010, the Office conducted an investigation of Respondents' business activities to determine whether Respondents were continuing to act as unlicensed loan originators, mortgage brokers, and mortgage brokerage businesses and providing loan modification services and

whether such unlicensed activities continued in violation of Chapter 494, Florida Statutes. See Joint Affidavits attached as Exhibits “048-052.”

25. During the Office’s investigation Respondents provided documents to the Office demonstrating that prior to the filing of this Immediate Final Order Respondents had solicited contracts, or service agreements, with borrowers after January 1, 2010. See Exhibits “057-129” attached.

26. Respondents told examiners of the Office that Respondents had not performed loan modification services for approximately four months, and yet Respondents’ representations at its websites, and the documents Respondents provided to the Office show otherwise.

27. By letter dated January 29, 2010 Respondents wrote Examiner O’Leary of the Office representing that Respondents were not providing loan modification services. Respondents’ letter, written on Respondents’ letterhead, dated January 29, 2010 provided in pertinent part:

ELITE FINANCIAL MANAGEMENT GROUP, INC.
DISCOUNT LOAN MODIFICATION / DEBT SETTLEMENT / CREDIT REPAIR /
TAX PREPARATION / FEDERAL & STATE TAX RESOLUTION

...
Thank you for taking the time to visit with us. Our company, EFMG, through our Home Protection Agency ("HPA") division, has helped families, in the past avoid foreclosure. The service we offered was not a Loan Modification service, but a Loan Assistance service. As EFMG is a consulting firm, we consulted with clients on their paperwork, how to submit a package, and follow-up with their lender.

Given current market conditions, and ever-changing regulations and lender guidelines, we have waned back from offering our Loan Assistance service. In the past 6 months we have only accepted a handful of Loan Assistance cases that have come from referrals. Clients that come to us looking for full loan modifications are referred elsewhere. As of February 1st, 2010, EFMG will no longer accept any loan assistance cases.

See Exhibit “053” attached. (Emphasis supplied.)

28. On February 1, 2010 Respondents provided Office Examiners Herold and Massey with a twenty-four page list of loan modification clients from Florida. Respondents' twenty-four page listing shows the date, file #, borrower name, co-borrower name, phone number, mailing address, service, status, representative and account manager name for 372 Florida customers. See Exhibits "058-081" attached. Page 17 of 24, file # 1252, shows that on January 6, 2010, Respondents contracted with C.S. of Duett, Florida, to provide what Respondents characterize as "mitigation consulting," but which services are in fact unlicensed "loan modification" and mortgage brokering. See Exhibit "074" attached.

29. Respondents also provided Office Examiners with a one page list highlighting four active loan modifications, file numbers 1227 A.A., 1228 A.S., 1236 M.K., and 1244 S.S. See Exhibit "057" attached. This exhibit shows other active files, file numbers 1246-1279, clients which are presumably not Floridians, but which further demonstrates the extent that Respondents continue to engage in unlicensed activities.

30. Respondents also provided Office Examiners with documents attached as Exhibits "082-100" related to A.A. These documents include Respondents' standard engagement letter, disclaimer, 50/50 "Money Back Guaranty," a proposed Home Affordable Modification Trial Period Plan dated December 29, 2009, and notes from A.A.'s file documenting work done by Respondents. Respondents' notes show that Respondents':

- Client referred to us 445 Phase 1.
- Conferenced with client over phone to go over financials. (SKI)
- Had clients sign lender specific forms. (SKI)
- Submitted paperwork to lender. (KRES)
- Client called, received offer.
- Emailed to us.
- Went over offer with client, accepted offer.
- Client happy.

See Exhibit "100" attached. Since the offer was dated December 29, 2009, faxed on January 7, 2010, these documents related to A.A. show Respondents engaging in unlicensed loan modification and mortgage brokerage activity in January 2010.

31. Respondents also provided Office Examiners with documents attached as Exhibits "101-108" related to A.S. These documents include Respondents' standard form 1026-H, Phase #1 contract, Phase #2 contract, 50/50 "Money Back Guaranty," disclaimer, personal budget worksheet, facsimile transmission confirmation, and notes from A.S.'s file documenting work done by Respondents. Respondents' notes show:

Client referred by brother.
Paperwork submitted to the lender.
Case looks good.
All paperwork sent to client.
Client waiting to hear from lender.

See Exhibit "108" attached. These documents show Respondents engaging in unlicensed loan modification and mortgage brokerage activity.

32. Respondents also provided Office Examiners with documents attached as Exhibits "109-118" related to S.S. These documents include notes (showing a payment of \$625.00 on 12/16/09 and \$625 again in 30 days), Respondents' engagement letter standard form 1026-H, Phase #1 contract for \$625, Phase #2 contract for \$625, 50/50 "Money Back Guaranty," disclaimer, payment authorization form (showing a credit card charge of \$625 on December 16, 2009 and authorization for another charge of \$625 on January 16, 2010 for "mitigation"), credit card charge receipt dated December 16, 2009 in the amount of \$625.00, and notes from S.S.'s file documenting work done by Respondents. Respondents' notes show:

12/16 Client made payment of \$625.00 on 12/16/09
will pay another \$625.00 in 30 days. (CINDI)
12/16 File sent to KRES (CINDI)

12/17 Called client introduction, emailing Steven to get in touch . . .(KRES)
12/18 Emailed client, he emailed financials back. Sent to KRES. (SKI)
1/6 Client called. Called KRES, asked for update on file. (SKI)

See Exhibit "118" attached. These documents related to S.S. show Respondents obtaining payments in advance of completing all loan modification services and engaging in unlicensed loan modification and mortgage brokerage activity in January 2010.

33. Respondents also provided Examiners with documents attached as Exhibits "119-129" related to client M.K. These documents include notes (showing a payment of \$525.00 on 12/14/09 and \$525 again in 30 days on 1/14/2010), Respondents' standard form 1026-H, Phase #1 contract for \$525, Phase #2 contract for \$525, 50/50 "Money Back Guaranty," disclaimer, payment authorization form (showing a credit card charge of \$525 on December 14, 2009), credit card charge receipt dated January 14, 2010 in the amount of \$525.00, and notes from M.K.'s file documenting work done by Respondents. See Exhibits ""119-129" attached. Respondents' notes show:

12/13 New client, M... & D.... Looking for Obama plan. (SKI)
12/14 Spoke to client. Introduction. (KRES)
12/14 525
12/18 Spoke with lender (Chase) reviewed guidelines with bank...
12/18 Called client to request more paperwork. (KRES)
1/14 525 PD
1/26 Client called putting papers together. (CINDI)

See Exhibit "129" attached. These documents related to M.K. show Respondents obtaining payments in advance of completing all loan modification services and engaging in unlicensed loan modification and mortgage brokerage activity in January 2010.

34. Respondents told examiners of the Office, and provided a list demonstrating, that Respondents had 372 Florida clients for loan modifications for which Respondents have solicited already, and will charge, receive, or attempt to collect or secure payment for loan modification

services after January 1, 2010 and before Respondents obtain a loan modification or perform all loan modification services on behalf of borrowers contracting with Respondents. See Exhibits "058-081" attached.

35. Respondents provided examiners of the Office with Respondents' Form 1026-H, Phase #1 contract, Phase #2 contract, 50/50 "Money Back Guaranty," and Disclaimer, which Respondents require contracting borrowers to enter into and which requires borrowers, clients of Respondents, to make two installment payments prior to the completion of all loan modification services. See Exhibits "082-129" attached.

36. Following Respondents' unfair, deceptive, and misleading advertising, Respondents pitch their services to the responsive consuming public and require execution of a multi-page contract titled Form 1026-H, Phase #1 contract, Phase #2 contract, 50/50 "Money Back Guaranty," and Disclaimer, through which Respondents attempt to backtrack from its unfair, deceptive, or misleading advertising statements that are unfairly used to lure the borrowers among the general public into contracting with Respondents.

37. Respondents' Phase #1 contract agreement, shows Respondents solicit, charge, receive, or attempt to collect or secure payment, directly or indirectly, for loan modification services before completing all loan modification services, and otherwise identifies Respondents' Fees and Payment Terms billed prior to completing a loan modification as it provides:

The intent of this document is to serve as confirmation of an Agreement, between HPA and the "Client", for a Loan Modification Consultation and Assistance Service for an initial fee of \$ ____ (Total fee of \$ ____). Our assistance will be completed in full, once the specified work below is completed (Phase #1).

PHASE #1

- Home Loan Modification Consultation with rep.
- HPA rep will assist client with preparation of hardship letter.

- HPA corporate office will create and process the clients file
- HPA corporate will enter client into our database.
- HPA Mitigator will receive the clients file and analyze the paperwork.

PHASE #1 - COMPLETE

Client per \$_____, once Phase #1 is complete

HPA Mitigator will contact the client within 30 business days to discuss and review the homeowners financials, hardship letter, supporting documentation and overall circumstance(s) of hardship.

The Mitigator will advise the client on his / her opinion of the probable outcome of the homeowners case.

After Phase #1 is complete, Client has the option to proceed and pay the final charge of \$ when Phase #2 In complete.

If the Client chooses not to proceed, that will cancel Phase #2, and there will be no additional charge.

See Exhibits "102, 112, 121" attached. (Emphasis supplied).

38. Respondents' Phase #1 contract agreement violates Section 494.00296, Florida Statutes, because the contract agreement unlawfully provides for the collection of fees in advance of the completion of all loan modification services.

39. Respondents' Phase #2 contract agreement, shows Respondents solicit, charge, receive, or attempt to collect or secure payment, directly or indirectly, for loan modification services before completing all loan modification services, and otherwise identifies Respondents'

Fees and Payment Terms billed prior to completing a loan modification as it provides:

The intent of this document is to serve as confirmation of an Agreement, between HPA and the "Client", for a Loan Modification Consultation and Assistance Service for a final fee of \$_____ (Total fee of \$_____). Our assistance will be completed in full, once the specified work is completed (Phase #2).

- Mitigator will help client fill out Loan Modification Workout Package.
- Mitigator will request and compile additional supporting documentation from the client, to be delivered via fax.

- Once the supporting documentation is received, the Mitigator will organize and prepare the documents for the Loan Modification request.
- Mail the client a copy of the Loan Modification request and supporting documentation.
- Mail the client the following forms:
 - HPA Step by Step Home Loan Modification Guide (24 pages)
 - Document Checklist form
 - Lender Communication Log
 - Hardship letter sample for future reference
- Fax the preliminary Workout Package with supporting documentation to the Lender.

PHASE #2 - COMPLETE

Client pays \$____, once Phase #1 is complete.

When Phase #2 is done, HPA's work is complete. (Total fee =\$_____)

HPA will provide the client with a No Charge Analysis of the lender's Modification Offer (if approved).

See Exhibits "103, 113, 122" attached. (Emphasis supplied).

40. Respondents' Phase #2 contract agreement violates Section 494.00296, Florida Statutes, because the contract agreement unlawfully provides for the collection of fees in advance of the completion of all loan modification services.

41. Respondents' Disclaimer reveals the unfair, misleading, and deceptive nature of Respondents' advertising representations on Respondents' websites when contrary to Respondents' advertising representations relating to whether a borrower qualifies, Respondents disclaim guarantees:

HPA offers no representations or warranties with respect to the accuracy or completeness of this service. The advice and strategies discussed may not be suitable for all circumstances. An attorney should be consulted where appropriate. HPA is not be liable for any loss of property, profit or any other financial loss, including but not limited to special, incidental, consequential or other damages. The information provided is not intended to be, nor should it be, considered legal or tax advice. At no time should a mortgage payment be missed intentionally. The loan modification industry is constantly

changing. Theories and ideas are applicable to change and or rendered outdated without notice, HPA does not guarantee a successful loan modification.

HPA is providing you assistance with your Loan Modification preparation and our service will be executed in full, at the time of the consultation. HPA does not follow up with Lenders after the initial consultation. Lenders are overwhelmed with Loan Modification requests. It is very common for a Lender to misplace or not receive a fax. EPA cannot guarantee that the Lender will receive our fax. Some Lenders will also request that you provide your financial information over the phone in order to prequalify you for a loan modification. If this is the case, simply provide them with the information from the financial statement from the original submission. It is likely that you Lender will request updated pay stubs, bank statement and possibly W2s or tax returns from you. It is your responsibility to provide this information. HPA cannot guarantee that your Lender will approve your Loan Modification.

COUNTRYWIDE / BANK OF AMERICA Disclaimer

If you have a mortgage(s) with Countrywide / Bank of America be aware that the Lender will in most cases state that they did not receive any paperwork and that they only approve or deny Loan Modifications via a phone call with the homeowner. Even though the Lender sometimes states that they did not receive your paperwork, HPA still indeed faxed the documents and completed all work promised with a copy of the fax confirmation page included in your final paperwork that you receive from our mitigation department. When speaking to your lender have all of your final paperwork handy, so you can answer all questions accurately to insure a higher chance of success.

See Exhibits “083, 105, 115, 124” attached. (Emphasis supplied).

42. During the January 28, 2010 and February 1, 2010, onsite visits, the Office’s examination staff advised Respondents of the licensing requirements required by Chapter 494, Florida Statutes, specifically including the obligation for individuals and business entities providing loan modification services to be licensed pursuant to Chapter 494, Florida Statutes.

43. During the January 28, 2010 and February 1, 2010, onsite visits, the Office’s examination staff also advised Respondents of the statutory prohibition against receiving or collecting payment for loan modification services before obtaining an actual loan modification.

44. Respondents told the Office’s examination staff that they will not accept any new loan modification applications; however, Respondents continue to advertise and solicit new

business at its website and have not updated the website to reflect that Respondents have stopped accepting new business for loan modifications.

Danger to the Public Health, Safety and Welfare

45. Following the collapse in the speculative real estate bubble and the liquidity crisis in 2007 and 2008, a foreclosure relief and mortgage modification industry developed in the state of Florida and other states. It is widely reported that thousands of borrowers have been victimized by this new industry.

46. In 2008, the Florida Rescue Fraud Prevention Act was enacted, which was codified at Section 501.1377, Florida Statutes. The Legislature found that "...homeowners who are in default on their mortgages, in foreclosure, or at risk of losing their homes due to nonpayment of taxes may be vulnerable to fraud, deception, and unfair dealings with foreclosure-rescue consultants or equity purchasers." The Act provided for a prohibition on the collection of upfront payments or advance fees in connection with foreclosure related rescue services. The Act also required a written agreement between a foreclosure rescue consultant and the homeowner. The agreement has to include a 3 day right of cancellation and contain other disclosures that inform the homeowner about their options.

47. In 2009, Chapter 494, Florida Statutes, was amended to further address transactions involving loan modifications. Section 494.001(3), Florida Statutes, was amended to include loan modification activities in the definition of "act as a mortgage broker." The amended definition includes the following: "...negotiating or offering to negotiate the terms or conditions of a new or existing mortgage loan on behalf of a borrower or lender."

48. Also in 2009, Section 494.00296, Florida Statutes, was enacted, which specifically addressed "Loan Modifications." Section 494.00296, Florida Statutes, was effective

January 1, 2010, and provided various consumer protections, rights and remedies.

49. Section 494.00296(1), Florida Statutes, was designed to protect the public health, safety, and welfare by setting forth prohibited practices, such as collecting fees prior to the completion of the modification services, and then only if the services provide a material benefit to the borrower. This section also was designed to protect the public welfare in that participants must be licensed, which insures that each individual and entity through which an individual acts to offer or provide loan modification services has successfully passed a background check, and has demonstrated knowledge of the mortgage industry by passing a pre-licensure test. None of these protections to the public health, safety, and welfare are provided when individuals and entities, including Respondents, engage in business without a license.

50. Section 494.00296(2), Florida Statutes was designed to protect the public health, safety, and welfare by requiring contracts that specifically prohibit Respondents from accepting any money, property, or other form of payment from the borrower until all promised services have been completed. This protection is not afforded when unlicensed individuals and entities utilize non-compliant contracts that require borrowers to make payments prior to the completion of all promised services.

51. Borrowers in need of a loan modification are often facing the loss of their most important possession, their homes, as well as possible financial catastrophe. Any modification that is handled dishonestly or incompetently may result in the loss or forced liquidation of the family home, thereby adding to the foreclosure and housing market crisis, in addition to jeopardizing the financial future of the borrower. This additional risk poses a significant threat to the public health, safety, and welfare.

52. Respondents advertisements and marketing efforts are directed at financially

impaired homeowners/borrowers who are: having trouble making mortgage payments, behind on their mortgage, or are already in foreclosure proceedings, who can ill afford to pay Respondents' fees in advance for loan modification services based upon Respondents unfair, deceptive, or misleading advertising regarding the availability and qualifications in obtaining a loan modification.

53. Respondents deprive financially vulnerable unsuspecting borrowers of the fees charged in advance of obtaining a loan modification because Respondents know that they will not get paid if the mortgage lender denies a borrower's request for a loan modification. Therefore, Respondents put their own interest in getting paid ahead of a borrower's interest in obtaining a loan modification. As a result of Respondents' illegal self-serving behavior, when a borrower pays Respondents' fees in advance of obtaining a loan modification pursuant to the service agreement and the borrower's loan modification request is denied by the borrower's mortgage lender, the borrower's already constrained financial condition is exacerbated and made worse by the very amount of fees paid in vain to Respondents in advance in violation of section 494.00296(1)(c), Florida Statutes.

54. Even after receiving notice from the Office by letter dated December 3, 2009, then again when the Office's examination staff visited on January 28, 2010 and February 1, 2010, Respondents continue to engage in unfair, deceptive, or misleading advertising regarding mortgage loans and unlicensed brokering services, to induce financially vulnerable borrowers among the unsuspecting public to contact Respondents and contract for their unlicensed loan modification services.

55. On March 15, 2010, the Office's Financial Specialists Herold and O'Leary reviewed Respondents' websites at www.elitefinancialmanagementgroup.com and

www.homeprotectionagency.com and the commercials posted at these websites and found them to be online and unchanged. See Exhibits "048-050" attached.

56. In February, 2010, the Office's Financial Investigator Aponte reviewed Respondents' websites at www.elitefinancialmanagementgroup.com and www.homeprotectionagency.com. Investigator Aponte then called Respondents, posing as a potential borrower in need of a loan modification and inquired about whether the Respondents could provide any assistance with loan modification services. Respondent Itwaru identified himself and told Aponte that loan modifications were still available and that he could help. See Affidavit of Rob Aponte attached as Exhibits "054-056."

57. Respondents continue their unlicensed and unauthorized course of business, described herein, which includes soliciting, charging, receiving, or attempting to collect or secure payment, directly or indirectly, for loan modification services before completing all loan modification services, through Respondents' service agreements.

58. Respondents continue to hold themselves out to the public as being qualified loan modification experts, but are actually engaging in unlicensed activity and do not have the legal authority, or appropriate licensure to conduct loan modification services or act as a mortgage brokerage business.

59. As of December 3, 2009, and again January 28, 2010, Respondents were advised and put on notice that their activities were in violation of section 494.0025(3), Florida Statutes, and required licensure, yet Respondents continue their website advertising and soliciting borrowers from the responsive general public.

60. An individual or entity, such as Respondents, that falsely holds itself out to the public as authorized and qualified to obtain a loan modification, and otherwise negotiate terms of

a mortgage loan, and therefore is unjustifiably relied upon by unsuspecting borrowers already in financial peril, pose an immediate danger to the public health, safety, and welfare.

61. Moreover, since January 28, 2010, Respondents knowingly continue to violate Section 494.0025(3), Florida Statutes, which is a criminal offense in violation of section 494.0018(1), Florida Statutes, punishable as a third degree felony as provided in sections 775.082, 775.083, or 775.084, Florida Statutes.

62. Similarly, Respondents knowingly continue to violate Section 494.0025(4), Florida Statutes, which is a criminal offense in violation of section 494.0018(1), Florida Statutes, punishable as a third degree felony as provided in sections 775.082, 775.083, or 775.084, Florida Statutes.

CONCLUSIONS OF LAW

63. The Office is responsible for the administration and enforcement of Chapter 494, Florida Statutes, and has jurisdiction over Respondents and this matter pursuant to Section 494.0011(1), Florida Statutes.

64. Section 494.001(3), Florida Statutes, defines “Act as a mortgage broker” as follows:

“Act as a mortgage broker” means, for compensation or gain, or in the expectation of compensation or gain, directly or indirectly, accepting or offering to accept an application for a mortgage loan, soliciting or offering to solicit a mortgage loan on behalf of a borrower, negotiating or offering to negotiate the terms or conditions of a new or existing mortgage loan on behalf of a borrower or lender

65. Section 494.001(19), Florida Statutes, defines “Mortgage brokerage business” as follows:

“Mortgage brokerage business” means a person acting as a mortgage broker.

66. Section 494.001(24), Florida Statutes, defines “Person” as follows:

“Person” means an individual, partnership, corporation, association, or other group, however organized.

67. Section 494.0014(1), Florida Statutes, provides:

494.0014 Cease and desist orders; administrative fines; refund orders.—

The Office has the power to issue and serve upon any person an order to cease and desist and to take corrective action whenever it has reason to believe the person is violating, has violated, or is about to violate any provision of ss. 494.001-494.0077....

68. Section 494.00165(1)(e), Florida Statutes, provides:

494.00165 Prohibited advertising; record requirements.--

(1) It is a violation of this chapter for any person to: . . .

(e) Engage in unfair, deceptive, or misleading advertising regarding mortgage loans, brokering services, or lending services.

69. Section 494.0025, Florida Statutes, provides in pertinent part:

494.0025 Prohibited practices.--It is unlawful for any person: . . .

(3) To act as a mortgage broker in this state without a current, active license issued by the office pursuant to ss. 494.003 – 494.0043.

(4) In any practice or transaction or course of business relating to the sale, purchase, negotiation, promotion, advertisement, or hypothecation of mortgage transactions, directly or indirectly:

(a) To knowingly or willingly employ any device, scheme, or artifice to defraud;

(b) To engage in any transaction, practice, or course of business which operates as a fraud upon any person in connection with the purchase or sale of any mortgage loan; or

(c) To obtain property by fraud, willful misrepresentation of a future act, or false promise.

70. Section 494.00296(1)(c), Florida Statutes, provides:

494.00296 Loan modification.--

(1) PROHIBITED ACTS. – When offering or providing loan modification services, a mortgage broker, mortgage brokerage business, mortgage lender, or correspondent mortgage lender licensed, or required to be licensed, under ss. 494.001-494-0077 may not:

(c) Solicit, charge, receive, or attempt to collect or secure payment, directly or indirectly, for loan modification services before completing or performing all services included in the agreement for loan modification services. A fee may be charged only if the loan modification results in a material benefit to the borrower. The commission may adopt rules to provide guidance on what constitutes a material benefit to the borrower.

71. Section 494.0031(1), Florida Statutes, provides:

494.0031 Licensure as a mortgage brokerage business.--

(1) Each person who acts as a mortgage brokerage business must be licensed under this section unless otherwise exempt from licensure.

72. Section 494.0033(1), Florida Statutes, provides:

494.0033 Mortgage broker's license.--

(1) Each natural person who acts as a mortgage broker for a mortgage brokerage business or acts as an associate for a mortgage lender or correspondent mortgage lender must be licensed under this section. To act as a mortgage broker, an individual must be an associate of a mortgage brokerage business, a mortgage lender, or a correspondent mortgage lender. A mortgage broker may not be an associate of more than one mortgage brokerage business, mortgage lender, or correspondent mortgage lender.

73. By advertising and soliciting through Respondents' internet website prior to the Office's onsite visit and by continuing to solicit through the website following the visit, Respondents EFMG, HPA, CGA, Poka and Itwaru act as unlicensed mortgage brokerage businesses in violation of Section 494.0031(1), Florida Statutes, and Respondent Poka acts as an unlicensed mortgage broker in violation of Sections 494.0025(3) and 494.0033(1), Florida Statutes.

74. By employing advertising that suggests Respondents are experts, authorized to negotiate with banks, authorized to negotiate a loan modification, can unilaterally cut a mortgage payment, identify a mortgage payment acceptable to mortgage lenders, and can determine qualifications of borrowers on the basis of information requested at Respondents website, Respondents have engaged in unfair, deceptive, or misleading advertising regarding mortgage loans and Respondents brokering services in violation of Section 494.00165(1)(e), Florida Statutes.

75. By soliciting, receiving, and attempting to charge, or secure payment for Respondents' loan modification services through Respondents' Phase #1 and Phase #2 contract

agreements, before completing or performing all loan modification services, Respondents are in violation of Section 494.296(1)(c), Florida Statutes.

76. Respondents' course of business relating to the negotiation, promotion, advertisement of mortgage loan transactions and loan modifications, including engaging in unfair, deceptive, or misleading advertising, and use of service agreement to obtain borrowers payments prior to obtaining a loan modification is in violation of Section 494.0025(4), Florida Statutes.

77. Pursuant to Sections 120.569(2)(n) and 494.0014(1), Florida Statutes, there is a factual and legal basis to immediately order the Respondents to cease and desist from further violations of Chapter 494, Florida Statutes.

78. The Commissioner of the Office of Financial Regulation finds that the process of entering this Immediate Final Order more timely serves to halt the ongoing danger to the public health, safety, and welfare caused by Respondents' continued unlicensed solicitation of customers and other ongoing violations described herein.

79. Section 120.569(2)(n), Florida Statutes provides as follows:

(n) If an agency head finds that an immediate danger to the public health, safety, or welfare requires an immediate final order, it shall recite with particularity the facts underlying such findings in the final order, which shall be appealable or enjoined from the date entered.

80. Pursuant to Section 120.569(2)(n), Florida Statutes, the Commissioner as agency head of the Office (pursuant to Section 20.121(3)(a)(2), Florida Statutes) finds that the ongoing violations that arise by the Respondents' continued solicitation of customers via the website, the use of noncompliant contracts, use of unfair, deceptive, or misleading advertising in a course of business relating to the negotiation, promotion, and advertisement of mortgage transactions to

obtain property and money of financially distressed borrowers (behind on mortgage payments or already in foreclosure proceedings) and the apparent ongoing violations of a criminal statute, constitute a continuing and immediate danger to the public welfare for the reasons described herein.

81. Pursuant to Section 120.569(2)(n), Florida Statutes, the Commissioner also finds that the Respondents' continued processing of loan modifications pursuant to non-compliant contracts and without the protections afforded citizens by the licensing requirements also constitutes a continuing and immediate danger to the public health, safety, and welfare.

82. Moreover, by continuing to solicit through the website following the Office's visit and receiving notice of the licensing requirements by letter dated December 3, 2009, and again on January 28, 2010, Respondent Poka knowingly violated Section 494.0025(3), Florida Statutes, by continuing to act as a mortgage broker without a license.

83. Section 494.0018(1), Florida Statutes, provides that a person who knowingly violates Section 494.0025(3), Florida Statutes, is guilty of a felony.

84. Section 494.0018, Florida Statutes, provides:

494.0018 Penalties.--

(1) Whoever knowingly violates any provision of s. 494.0041(2)(e), (f), or (g); or s. 494.0025(1), (2), (3), (4), or (5), except as provided in subsection (2) of this section, is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083 or s. 775.084. Each such violation constitutes a separate offense.

(2) Any person convicted of a violation of any provision of ss. 494.001-494.0077, in which violation the total value of money and property unlawfully obtained exceeded \$50,000 and there were five or more victims, is guilty of a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

85. When the Legislature enacts penal statutes, it does so under the State's police power, which is limited to protection of the public's health, safety and welfare. Pursuant to

Section 120.569(2)(n), Florida Statutes, the Commissioner finds the Respondents ongoing felony activity constitutes a continuing and immediate danger to the public's health, safety, and welfare.

86. Having found the existence of an immediate danger, the Commissioner finds that it is necessary to prevent each Respondent from soliciting any new borrowers for loan modification services or providing loan modification services to new or existing borrowers until all conditions further addressed in this Order are satisfied.

87. The Commissioner finds that it is necessary to immediately prevent each Respondent from receiving payments, charges or fees from new borrowers for loan modification services and from receiving additional payments, charges or fees from borrowers who already have a contractual relationship with the Respondents for loan modification services until all conditions further addressed in this Order are satisfied.

88. The Commissioner finds that it is necessary to immediately require each Respondent to refund all payments, charges or fees unlawfully obtained from borrowers seeking loan modification services as such borrowers are already in the midst of financial hardship and each Respondent has no entitlement to such payments, charges or fees.

89. The Commissioner finds that it is necessary to immediately require each Respondent to account for the status of all pending loan modifications and to identify all refunds made pursuant to this Order. Such serves to allow the Office to immediately identify ongoing violations that continue to threaten the public health, safety or welfare, and to allow the Office to expeditiously determine compliance with this Order.

90. The issuance of this Immediate Final Order and the procedural safeguards set forth detailed in the attached Notice of Rights are concluded to be fair under the circumstances due to the ongoing danger to the public health, safety, and welfare caused by the Respondents'

continued solicitation of customers via websites, the use of noncompliant contracts, use of unfair, deceptive, or misleading advertising in a course of business relating to the negotiation, promotion, and advertisement of mortgage transactions to obtain property and money of financially distressed borrowers (behind on mortgage payments or already in foreclosure proceedings), the possession of borrowers' moneys without entitlement, and the apparent ongoing violations of a criminal statute. As indicated in the Notice of Rights, the Respondents are afforded the opportunity to appeal this Order or to enjoin this Order pursuant to Section 120.569(2)(n), Florida Statutes. Additionally, to the extent each Respondent disagrees with the Findings of Fact, each Respondent is entitled to an emergency administrative hearing pursuant to Section 120.57, Florida Statutes. Pursuant to the provisions of Section 120.68, Florida Statutes, Respondents are free to seek a stay of this Order from the Office or from a District Court of Appeal.

Accordingly, **IT IS HEREBY ORDERED:**

A. The Respondents and all persons acting in concert or cooperation with Respondents shall immediately CEASE AND DESIST from performing, directly or indirectly, any and all loan modification services until Respondents THE ELITE FINANCIAL MANAGEMENT GROUP, INC. ("EFMG"), HPA AKA HOME PROTECTION AGENCY ("HPA"), CAPITAL GROUP AND ASSOCIATES, INC. ("CGA"), MICHAEL POKA, and STEVEN K. ITWARU, are appropriately licensed as a mortgage brokerage business pursuant to Section 494.0031(1), Florida Statutes.

B. The Respondent MICHAEL POKA and all persons acting in concert or cooperation with him shall immediately CEASE AND DESIST from performing, directly or indirectly, any and all loan modification services until Respondent MICHAEL POKA is

appropriately licensed as a mortgage broker pursuant to Section 494.0033(1), Florida Statutes.

C. The Respondents and all persons acting in concert or cooperation with Respondents shall immediately CEASE AND DESIST from entering into written agreements for loan modification services, or otherwise contracting with new borrowers, and from accepting any payments, charges or fees to perform, directly or indirectly, for any loan modification services until Respondents THE ELITE FINANCIAL MANAGEMENT GROUP, INC. (“EFMG”), HPA AKA HOME PROTECTION AGENCY (“HPA”), CAPITAL GROUP AND ASSOCIATES, INC. (“CGA”), MICHAEL POKA, and STEVEN K. ITWARU, are appropriately licensed pursuant to Chapter 494, Florida Statutes.

D. The Respondents and all persons acting in concert or cooperation with Respondents shall immediately CEASE AND DESIST from soliciting, offering or advertising, directly or indirectly, the Respondents’ availability to provide loan modification services to borrowers, including but not limited to the use of any advertising, sign, brochure or website to solicit borrowers, until Respondents THE ELITE FINANCIAL MANAGEMENT GROUP, INC. (“EFMG”), HPA AKA HOME PROTECTION AGENCY (“HPA”), CAPITAL GROUP AND ASSOCIATES, INC. (“CGA”), MICHAEL POKA, and STEVEN K. ITWARU, are appropriately licensed pursuant to Chapter 494, Florida Statutes.

E. Respondents shall refund any payments, charges or fees collected from each borrower for loan modification services that were collected on or after January 1, 2010, while Respondents THE ELITE FINANCIAL MANAGEMENT GROUP, INC. (“EFMG”), HPA AKA HOME PROTECTION AGENCY (“HPA”), CAPITAL GROUP AND ASSOCIATES, INC. (“CGA”), MICHAEL POKA, and STEVEN K. ITWARU, were not appropriately licensed pursuant to Chapter 494, Florida Statutes.

F. Respondents shall refund any payments, charges or fees collected from each borrower for loan modification services that were collected on or after January 1, 2010, that were collected pursuant to a loan modification service agreement that was not in compliance with Section 494.00296(2), Florida Statutes.

G. Respondents shall provide a written report to the Office, care of Maureen Massey, Financial Examiner Supervisor, 2295 Victoria Avenue, Suite 170, Fort Myers, FL 33301, within thirty (30) days of this Order containing the following:

1. Each borrower's name, address, and phone number;
2. A copy of the loan modification agreement or agreements for each borrower, and the amount and date that payments, charges and fees were collected or received from each borrower; and
3. The amount, date and number of the refund check.

H. Respondents shall not collect any payments, charges or fees from each borrower who had contracted with Respondents for loan modification services on or before December 31, 2009, until all of the following conditions are satisfied:

1. Respondents THE ELITE FINANCIAL MANAGEMENT GROUP, INC. ("EFMG"), HPA AKA HOME PROTECTION AGENCY ("HPA"), CAPITAL GROUP AND ASSOCIATES, INC. ("CGA"), MICHAEL POKA, and STEVEN K. ITWARU, are appropriately licensed pursuant to Chapter 494, Florida Statutes;
2. Upon obtaining an appropriate license, Respondents and borrowers enter into a loan modification agreement that is in compliance with Section 494.00296(2), Florida Statutes;

3. Upon obtaining an appropriate license, completes and performs all loan modification services included in the loan modification agreement; and,

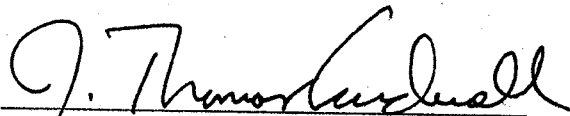
4. The loan modification results in a material benefit to the borrower.

I. Respondents shall return all loan modification files that require the Respondents to perform additional loan modification services to each borrower within ten (10) days of this Order. Respondents shall provide a written report to the Office within fifteen (15) days of this Order identifying the following:

1. All borrower files that the Respondents have returned to borrowers to include each borrower's name, address, and phone number as well as a narrative description of the status of the loan modification, a copy of the loan modification agreement or agreements for each borrower, and the amount and date that payments, charges and fees were collected or received from each borrower.

2. All borrower files that the Respondents have retained to include each borrower's name, address, and phone number as well as a narrative description of the status of the loan modification, a copy of the loan modification agreement or agreements for each borrower, and the amount and date of payments, charges and fees collected or received from each borrower to date.

DONE AND ORDERED at Tallahassee, Leon County, Florida, this 16th day of March, 2010.



J. Thomas Cardwell
Commissioner
Office of Financial Regulation

NOTICE OF RIGHTS

NOTICE IS HEREBY given that the foregoing Immediate Final Order is entered pursuant to Section 120.569(2)(n), Florida Statutes, which provides that the Order is appealable or enjoinable from the date rendered.

Section 120.68, Florida Statutes, further provides that any party to these proceedings who is adversely affected by this final agency action is entitled to judicial review. Section 120.68, Florida Statutes, and Rule 9.110, Florida Rules of Appellate Procedure, provide that judicial review must be instituted by filing a petition or notice of appeal with the Agency Clerk, Office of Financial Regulation, Legal Services Office, Suite 526, Fletcher Building, 200 E. Gaines Street, Tallahassee, Florida 32399-0379, and a copy accompanied by filing fees prescribed by Section 35.22, Florida Statutes, with the District Court of Appeal, First District, 301 Martin Luther King, Jr. Boulevard, Tallahassee, FL 32399-1850, or with the District Court of Appeal in the appellate district where the party resides. All review proceedings must be instituted within thirty (30) days after the rendition of this Order. Each Respondent may also apply to District Court of Appeal or to the Office for a stay of this Order or request supersedeas, pursuant to Section 120.68(3), Florida Statutes. Notice is provided, however, that the Office will oppose a stay and supersedeas.

Respondents are also advised that each may request an expedited administrative hearing to be conducted in accordance with the provisions of Section 120.569 and 120.57, Florida Statutes. Requests for such a hearing must specifically state that the Respondent is seeking an expedited hearing and must comply with the provisions of Rules 28-107.005, 28-106.104(2), and either Rule 28-106.201 or Rule 28-106.301, Florida Administrative Code. The request for hearing must be filed with:

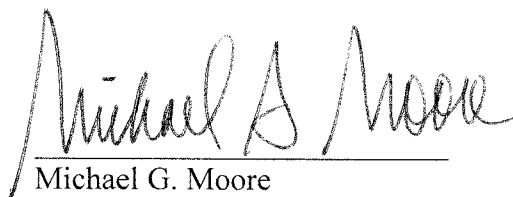
Agency Clerk
Office of Financial Regulation
Legal Services Office
Suite 526, The Fletcher Building
200 East Gaines Street
Tallahassee, Florida 32399-0379
Phone: (850) 410-9896
Fax: (850) 410- 9645

within twenty-one (21) days after Respondents receive a copy of this Immediate Final Order. Should a Respondent request such a hearing, the Respondent will have the right to be represented by counsel or other qualified representative; to offer testimony, either written or oral; to call and cross-examine witnesses; and to have subpoenas and subpoenas duces tecum issued on the Respondent's behalf.

The Respondents are advised that mediation is not available pursuant to Section 120.573, Florida Statutes.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Immediate Final Order has been furnished by hand delivery to all parties at 9200 Bonita Beach Road, Suite 210, Bonita Springs, FL 34135 and that an additional copy has been served by Certified U.S. Mail return receipt requested to all parties on the attached service list, this 17th day of March, 2010.



Michael G. Moore
Assistant General Counsel
Office of Financial Regulation
2295 Victoria Avenue, Suite 170
Fort Myers, Florida 32301
(239) 461-4052

SERVICE LIST

THE ELITE FINANCIAL
MANAGEMENT GROUP, INC.
c/o Michael Poka
9200 Bonita Beach Road, Suite 210
Bonita Springs, FL 34135

HPA AKA HOME PROTECTION AGENCY
c/o Michael Poka
9200 Bonita Beach Road, Suite 210
Bonita Springs, FL 34135

CAPITAL GROUP AND ASSOCIATES, INC.
c/o Michael Poka
9200 Bonita Beach Road, Suite 210
Bonita Springs, FL 34135

MICHAEL POKA
21255 Velino Lane
Estero, FL 33928

STEVEN K. ITWARU
1284 Granada Blvd.
Naples, FL 34103