

1 TERRY GODDARD
2 Attorney General
3 Firm Bar No. 14000
4 VINCE RABAGO
5 Assistant Attorney General
6 State Bar No. # 015522
7 vincent.rabago@azag.gov
8 Consumer Protection & Advocacy Section
9 400 W. Congress, South Bldg., Suite 315
10 Tucson, Arizona 85701-1367
11 Telephone: (520) 628-6504
12 Pima County Computer No. 65796
13 Attorneys for Plaintiff

ARIZONA SUPERIOR COURT

COUNTY OF PIMA

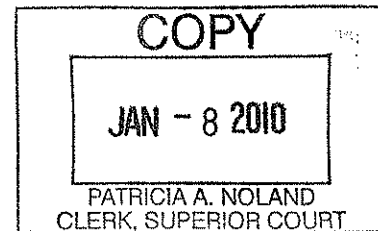
11 State of Arizona, ex rel. Terry Goddard, Attorney
12 General,

13 Plaintiff,

14 vs.

15 AZI Rent2Own L.L.C. dba Arizona Investments
16 and dba AZI; Anthony Zandonatti and Mrs. Jane
17 Doe Zandonatti; Andrew T. Silverstein and Mrs.
18 Jane Doe Silverstein; Andrew Silverstein
19 P.L.L.C.; VinLan Ventures Inc. dba RE/MAX All
20 Executives; Vince Volpe P.C.; Vincent R. Volpe
21 and Mrs. Jane Doe Volpe; Tucson Mortgage
22 Company L.L.C.; WGA Enterprises, L.L.C.;
William Anastopoulos and Mrs. Jane Doe
Anastopoulos; Dave L. Klein and Mrs. Jane Doe
Klein; Thomas S. Piazza and Mrs. Jane Doe
Piazza; Amaury Leon and Mrs. Jane Doe Leon;
Daren Breen and Mrs. Jane Doe Breen; RTO
Search.com; and Does 1-25,

23 Defendants.



No. C20076497

ORDER RE: CONSENT JUDGMENT
AGAINST DEFENDANTS TUCSON
MORTGAGE COMPANY L.L.C.;
WGA ENTERPRISES, L.L.C.;
WILLIAM ANASTOPOULOS AND
MRS. JANE DOE ANASTOPOULOS

Assigned to the Hon. Virginia Kelly

24 Based on the parties' Joint Motion to Enter Consent Judgment and good
25 cause appearing,

26 THE COURT HEREBY FINDS AND ORDERS:

27 1. The State of Arizona, having filed a complaint alleging violations of
28 A.R.S. § 44-1521 et seq., the Arizona Consumer Fraud Act, and Defendants Tucson

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1 Mortgage Company L.L.C. ("Tucson Mortgage"); WGA Enterprises, L.L.C. ("WGA");
2 William Anastopoulos and Mrs. Jane Doe Anastopoulos, whose true name is Ellen
3 Stateler (hereafter "Defendants"), having been fully advised of their right to a trial in
4 this matter and, after consulting with counsel, having waived that right, admit the
5 jurisdiction of this Court over the subject matter and the parties for the purpose of entry
6 of this Consent Judgment and acknowledge that jurisdiction is retained by the Court
7 for the purpose of enforcement of this Consent Judgment.

8 (A) Defendants have agreed to a voluntary compromise of disputed claims,
9 and the State of Arizona and Defendants have agreed on a basis for the settlement of
10 these matters in dispute.

11 (B) This Consent Judgment does not constitute an admission for any
12 purpose of a violation of any state or federal law, rule or regulation, nor does this
13 Consent Judgment constitute evidence of any liability. This Consent Judgment is
14 made without trial or adjudication of any issues of fact or law or finding of liability of
15 any kind.

16 (C) Defendants recognize and state that this Consent Judgment is entered
17 into voluntarily and that no threats or promises have been made by the Office of the
18 Attorney General or any member thereof to induce Defendants to enter into this
19 Consent Judgment.

20 CONSENT JUDGMENT

21 2. This Order incorporates the parties' Joint Motion to Enter Consent
22 Judgment in *State v. AZI Rent2Own L.L.C et al.*, Pima County Case No. C20076497.

23 APPLICATION

24 3. This Order applies to: Defendants; past, current and future principals and
25 owners of Tucson Mortgage and other legal entities, including but not limited to
26 Defendants, and members, officers and directors, assigns and successors, managerial
27 or supervisory employees, and to any employees or agents having responsibilities
28 concerning the subject matter of this Order. This Order is only applicable to Ellen

1 Stateler to the extent that any community property rights are affected as a result of the
2 joint and several liability owed by William Anastopoulos for the Settlement Payment;
3 the Consent Judgment is not otherwise applicable to Ellen Stateler.

4 INJUNCTION

5 4. Defendants shall not represent or imply that the Attorney General, the
6 State of Arizona or any state agency has approved any of Defendants' actions or has
7 approved any of its past, present or future business practices, including any future real
8 estate and/or licensed loan originator activities pursuant to A.R.S. § 6-991 *et seq.*, and
9 Defendants are enjoined from directly or indirectly representing anything to the
10 contrary.

11 5. Defendants shall comply with the Arizona Consumer Fraud Act, A.R.S. §
12 44-1521 *et seq.*, as it is currently written, or as amended in the future. This Consent
13 Judgment may be modified by an order of this Court based on a change in the law that
14 permits conduct specifically prohibited by this Consent Judgment.

15 6. Defendants shall shut down Tucson Mortgage LLC, and related
16 mortgage banker operations in the State of Arizona.

17 7. Defendants shall not conduct business in the State of Arizona as a
18 licensed mortgage banker or broker, as defined in A.R.S. § 6-901 through A.R.S. § 6-
19 985 *et seq.*

20 SETTLEMENT PAYMENT/RESTITUTION

21 8. Defendants are jointly and severally liable for the settlement payment.

22 9. Defendants shall pay a total amount of \$ 60,389.00 to the Office of the
23 Arizona Attorney General as follows:

24 a. \$15,389.00, based on Defendant's Transpacific Bond, to be
25 provided in full within 60 days of the court's approval of the
26 Consent Judgment;

27 b. \$18,000.00, to be paid in 24 payments of \$750.00 per month,
28 beginning no later than January 29, 2010, and to be paid monthly;

- 1 c. \$12,000.00 to be due and payable by December 15, 2011,
2 provided that Defendants can pay \$1,000.00 per month during
3 2012, with interest at the rate of 15% per annum on that amount,
4 resulting in a total payment of \$13,800.00 including interest; and
5 d. \$15,000.00, with this amount deemed paid in full as the result of
6 having been previously paid to the State of Arizona in a prior
7 administrative consent order on July 17, 2009.

8 10. Portions of the amount from the settlement payment set forth above in
9 Paragraphs 16(a) and (b) shall be deposited in the Consumer Fraud Revolving Fund
10 and shall be applied to consumer fraud education, investigative and enforcement
11 operations of the consumer protection section, and attorney's fees and costs of the
12 investigation, pursuant to A.R.S. § 44-1531.01 (B) and (C). Specifically, the amount of
13 \$5,250.00 of the funds paid under Paragraph 16(a) shall be deposited in the Consumer
14 Fraud Revolving Fund for such purposes. Of the payments provided pursuant to
15 Paragraph 16(b), \$300.00 of each installment shall be deposited in the Consumer Fraud
16 Revolving Fund up to \$5,250.00.

17 11. The remaining amount of \$45,389.00 from the settlement payment set
18 forth above in Paragraph 16(a) and (b) and (c) shall be deposited in an interest-bearing
19 account for Consumer restitution. The amount of restitution for each Eligible Consumer
20 will be determined by the Office of the Attorney General based on a pro-rata formula.
21 The Attorney General shall send restitution checks to any Eligible Consumers in an
22 amount determined by the Attorney General's office. For purposes of this Consent
23 Judgment, "Eligible Consumer" and "Eligible Consumers" mean Consumers as of the
24 date of filing of the Complaint, whom the Attorney General, in his sole discretion, has
25 determined were the subject of the allegations of consumer fraud against Rent-to-Own
26 buyers as alleged in the State's Complaint. If any amount remains after Consumer
27 restitution is paid, the money shall revert to the Consumer Fraud Revolving fund and
28 shall be applied to consumer fraud education, investigative and enforcement operations

of the consumer protection section, and attorney's fees and costs of the investigation,
pursuant to A.R.S. § 44-1531.01 (B) and (C).

DATED this 20 day of December, 2009.

JUDGE OF THE SUPERIOR COURT