

1 Bureau of Real Estate
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FILED

APR 15 2014

BUREAU OF REAL ESTATE

By *J. Alamo*

6 BEFORE THE BUREAU OF REAL ESTATE
7 STATE OF CALIFORNIA

8 * * *

9 To:) CalBRE No. H-39407 LA
10)
11 HOME SAVERS OF AMERICA, INC.,) ORDER TO DESIST
12 AMER KHATIB,) AND REFRAIN
13 SHEILA KHATIB,)
14 ELIZABETH GALABI,) (B&P Code Section 10086)
PILAR MUÑOZ, and)
MARISELA OCHOA.)

15 The Commissioner ("Commissioner") of the California Bureau of Real Estate ("Bureau")
16 caused an investigation to be made of the activities of AMER KHATIB and SHEILA KHATIB
17 doing business as HOME SAVERS OF AMERICA, INC., aka Home Savers of America and
18 NHT Law Group. Based on that investigation the Commissioner has determined that HOME
19 SAVERS OF AMERICA, INC., AMER KHATIB, SHEILA KHATIB, ELIZABETH GALABI,
20 PILAR MUÑOZ, and MARISELA OCHOA (collectively "Respondents") have engaged in or
21 are engaging in acts or attempting to engage in the business of, acting in the capacity of, and/or
22 advertising or assuming to act as real estate brokers in the State of California within the meaning
23 of Business and Professions Code ("Code") Section 10131(d) (soliciting borrowers for or
24 offering to negotiate loans or perform services for borrowers in connection with loans secured by

1 liens on real property) and Section 10131.2 (engaging in the business of claiming, demanding,
2 charging, receiving, collecting or contracting for the collection of an advance fee in connection
3 with offering to obtain a loan on real property).

4 In addition, based on that investigation, the Commissioner has determined that
5 Respondents have engaged in or are engaging in acts or are attempting to engage in practices
6 constituting violations of the Code. Based on the findings of that investigation, set forth below,
7 the Commissioner hereby issues the following Findings of Fact, Conclusions of Law, and Desist
8 and Refrain Order under the authority of Section 10086 of the Code.

9 FINDINGS OF FACT

10 1. At no time mentioned herein have HOME SAVERS OF AMERICA, INC.,
11 AMER KHATIB, SHEILA KHATIB, ELIZABETH GALABI ("GALABI"), PILAR MUÑOZ
12 ("MUNOZ"), and MARISELA OCHOA ("OCHOA") ever been licensed by the Bureau in any
13 capacity.

14 2. AMER KHATIB and SHEILA KHATIB are officers and/or directors of HOME
15 SAVERS OF AMERICA, INC., a California corporation formed on or about December 13,
16 2010. HOME SAVERS OF AMERICA, INC.'s principal business office is listed as 3330
17 Harbor Blvd., Ste. #201, Costa Mesa, CA 92626.

18 3. For an unknown period of time, Respondents have solicited and offered to perform
19 loan modification, negotiation, and/or foreclosure forbearance services in connection with loans
20 secured directly or collaterally by liens on real property for borrowers. Respondents made
21 substantial misrepresentations and false promises of a character likely to influence, persuade, or
22 induce borrowers into paying advance fees for said services. Respondents claimed to be working
23 with experienced, licensed attorneys from NHT Law Group, who would negotiate on behalf of
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1 the borrowers to obtain a loan modification or refinance of their mortgage. Respondents acted in
2 bad faith and engaged in dishonest dealing by failing to provide proof of completion of any of
3 the services promised to borrowers and refusing to refund any of the borrowers' advanced fees.
4 Respondents abruptly vacated their office location at 3330 Harbor St., Ste. 201, Costa Mesa,
5 California, 92626, without notifying their clients or leaving a forwarding address. Some of the
6 borrowers who were defrauded by Respondents' loan modification scheme are listed below.

7 Santos G. and Ruth R.

8 4. On or about August 27, 2011, OCHOA, while acting as an employee, loan consultant,
9 or agent of HOME SAVERS OF AMERICA, INC., solicited and offered to perform loan
10 modification, negotiation, and/or foreclosure forbearance services in connection with loans
11 secured directly or collaterally by liens on real property for borrowers, Santos G. and Ruth R.
12 Respondents induced Santos G. and Ruth R. to sign two separate agreements with HOME
13 SAVERS OF AMERICA, INC., wherein HOME SAVERS OF AMERICA, INC. promised to
14 provide services in connection with loan modification, negotiation or debt reduction, related to a
15 property located at 11032 Crestbrook St., in Norwalk, California ("Crestbrook property").

16 5. On August 31, 2011, Respondents charged and collected an advance fee of \$1,300 for
17 said services by way of two money orders made payable to HOME SAVERS OF AMERICA,
18 from Santos G. and Ruth R. On September 19, 2011, Respondents charged and collected an
19 advance fee of \$1,200 for said services by way of two money orders made payable to HOME
20 SAVERS OF AMERICA, from Santos G. and Ruth R. On October 22, 2011, Respondents
21 charged and collected an advance fee of \$1,400 for said services by way of two money orders
22 made payable to HOME SAVERS OF AMERICA, from Santos G. and Ruth R. In total, Santos
23 G. and Ruth R paid \$4,000 in advance fees to Respondents for services in connection with loans
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1 secured by liens on real property. Respondents failed to provide proof of any services that were
2 actually completed on behalf of borrowers Santos G. and Ruth R with respect to the Crestbrook
3 property.

4 Sebastian V. and Ana Maria V.

5 6. On or about October 27, 2011, MUÑOZ, GALABI, and OCHOA, while acting as
6 employees, loan consultants, or agents of HOME SAVERS OF AMERICA, INC., solicited and
7 offered to perform loan modification, negotiation, and/or foreclosure forbearance services in
8 connection with loans secured directly or collaterally by liens on real property for borrowers,
9 Sebastian V. and Ana Maria V. Respondents induced Sebastian V. to sign three separate
10 agreements with HOME SAVERS OF AMERICA, INC., wherein HOME SAVERS OF
11 AMERICA, INC. promised to provide services in connection with loan modification, negotiation
12 or debt reduction, related to a property located at 5341 Cronus St., Los Angeles, California
13 (“Cronus property”).

14 7. On October 27, 2011, Respondents charged and collected an advance fee of \$1,000 for
15 said services by way of a check number 390 made payable to HOME SAVERS OF AMERICA,
16 from Sebastian V and Ana Maria V. On November 3, 2011, Respondents charged and collected
17 an advance fee of \$1,000 for said services by way of a check number 393 made payable to
18 HOME SAVERS OF AMERICA, from Sebastian V and Ana Maria V. On December 3, 2011,
19 Respondents charged and collected an advance fee of \$1,000 for said services by way of a check
20 number 394 made payable to HOME SAVERS OF AMERICA, from Sebastian V and Ana
21 Maria V. On January 4, 2012, Respondents charged and collected an advance fee of \$1,000 for
22 said services by way of a check number 395 made payable to HOME SAVERS OF AMERICA,
23 from Sebastian V and Ana Maria V. Sebastian and Ana Maria V. paid a total of \$4,000 in
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1 advance fees to Respondents for services in connection with loans secured by liens on real
2 property. Respondents failed to provide proof of any services that were actually completed on
3 behalf of borrowers Sebastian and Ana Maria V. with respect to the Cronus property.

4 Rosa R. and Fredy L.

5 8. On or about May 5, 2012, OCHOA, while acting as an employee, loan consultant, or
6 agent of HOME SAVERS OF AMERICA, INC., solicited and offered to perform loan
7 modification, negotiation, and/or foreclosure forbearance services in connection with loans
8 secured directly or collaterally by liens on real property for borrowers, Rosa R. and Fredy L.
9 Respondents induced Rosa R. and Fredy L. to sign an agreement with HOME SAVERS OF
10 AMERICA, INC., wherein HOME SAVERS OF AMERICA, INC. promised to provide services
11 in connection with loan modification, negotiation or debt reduction, related to a property located
12 at 5306 S. Gramercy Place, Los Angeles, California ("Gramercy property").

13 9. On May 5, 2012, Respondents charged and collected an advance fee of \$2,500 for said
14 services by way of a check number 867 made payable to HOME SAVERS OF AMERICA, from
15 Rosa R. and Fredy L. On June 5, 2012, Respondents charged and collected an advance fee of
16 \$1,000 for said services by way of a check number 868 made payable to HOME SAVERS OF
17 AMERICA, from Rosa R. and Fredy L. On July 5, 2012, Respondents charged and collected an
18 advance fee of \$1,000 for said services by way of a check number 869 made payable to HOME
19 SAVERS OF AMERICA, from Rosa R. and Fredy L. Borrowers Rosa R. and Fredy L. paid a
20 total of \$4,500 in advance fees to Respondents for services in connection with loans secured by
21 liens on real property. Respondents failed to provide proof of any services that were actually
22 completed on behalf of borrowers Rosa R. and Fredy L. with respect to the Gramercy property.

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1 Telma L.

2 10. On or about August 30, 2012, OCHOA, while acting as an employee, loan
3 consultant, or agent of HOME SAVERS OF AMERICA, INC., solicited and offered to perform
4 loan modification, negotiation, and/or foreclosure forbearance services in connection with loans
5 secured directly or collaterally by liens on real property for borrower, Telma L. Respondents
6 induced Telma L to sign an agreement with HOME SAVERS OF AMERICA, INC., wherein
7 HOME SAVERS OF AMERICA, INC. promised to provide services in connection with loan
8 modification, negotiation or debt reduction, related to a property located at 929 W. 62nd St., Los
9 Angeles, California ("62nd St. property").

10 11. On August 31, 2012, Respondents charged and collected an advance fee of \$1,500
11 for said services by way of a check number 761 made payable to HOME SAVERS OF
12 AMERICA, from Telma L. On September 30, 2012, Respondents charged and collected an
13 advance fee of \$1,000 for said services by way of a check number 762 made payable to HOME
14 SAVERS OF AMERICA, from Telma L. On October 30, 2012, Respondents charged and
15 collected an advance fee of \$1,000 for said services by way of a check number 763 made payable
16 to HOME SAVERS OF AMERICA, from Telma L. On November 30, 2012, Respondents
17 charged and collected an advance fee of \$1,000 for said services by way of a check number 764
18 made payable to HOME SAVERS OF AMERICA, from Telma L. Borrower Telma L. paid a
19 total of \$4,500 in advance fees to Respondents for services in connection with loans secured by
20 liens on real property. Respondents failed to provide proof of any services that were actually
21 completed on behalf of borrower Telma L. with respect to the 62nd St. property.

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1 Blanca U.

2 12. On or about January 21, 2013, Alex Alfaro, while acting as an employee, loan
3 consultant, or agent of HOME SAVERS OF AMERICA, INC., solicited and offered to perform
4 loan modification, negotiation, and/or foreclosure forbearance services in connection with loans
5 secured directly or collaterally by liens on real property for borrower, Blanca U. Respondents
6 induced Blanca U. to sign an agreement with HOME SAVERS OF AMERICA, INC., wherein
7 HOME SAVERS OF AMERICA, INC. promised to provide services in connection with loan
8 modification, negotiation or debt reduction, related to a property located at 2841 Estara Ave.,
9 Los Angeles, California ("Estara property").

10 13. On January 21, 2013, Respondents charged and collected an advance fee of \$1,500
11 for said services by way of a check number 1428 made payable to HOME SAVERS OF
12 AMERICA, from Blanca U. On February 21, 2013, Respondents charged and collected an
13 advance fee of \$1,500 for said services by way of a check number 1429 made payable to HOME
14 SAVERS OF AMERICA, from Blanca U. On March 21, 2013, Respondents charged and
15 collected an advance fee of \$1,500 for said services by way of a check number 1430 made
16 payable to HOME SAVERS OF AMERICA, from Blanca U. Borrower Blanca U. paid a total of
17 \$4,500 in advance fees to Respondents for services in connection with loans secured by liens on
18 real property. Respondents failed to provide proof of any services that were actually completed
19 on behalf of borrowers Blanca U. with respect to the Estara property.

20 Roberto R. and Rosa R.

21 14. On or about February 12, 2013, MUÑOZ, while acting as an employee, loan
22 consultant, or agent of HOME SAVERS OF AMERICA, INC., solicited and offered to perform
23 loan modification, negotiation, and/or foreclosure forbearance services in connection with loans
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1 secured directly or collaterally by liens on real property for borrowers, Roberto R. and Rosa R.
2 Respondents induced Roberto R. and Rosa R. to sign an agreement with HOME SAVERS OF
3 AMERICA, INC., wherein HOME SAVERS OF AMERICA, INC. promised to provide services
4 in connection with loan modification, negotiation or debt reduction, related to two properties
5 located at 3823 & 3823 ½ Gamma St., San Diego, California (“Gamma properties”).

6 15. On March 8, 2013, Respondents charged and collected an advance fee of \$2,500 for
7 said services by way of a check number 1501 made payable to HOME SAVERS OF AMERICA,
8 from Roberto R. and Rosa R. On March 8, 2013, Respondents charged and collected an advance
9 fee of \$2,500 for said services by way of a check number 1502 made payable to HOME
10 SAVERS OF AMERICA, from Roberto R. and Rosa R. On April 8, 2013, Respondents charged
11 and collected an advance fee of \$1,250 for said services by way of a check number 1503 made
12 payable to HOME SAVERS OF AMERICA, from Roberto R. and Rosa R. On April 8, 2013,
13 Respondents charged and collected an advance fee of \$1,250 for said services by way of a check
14 number 1504 made payable to HOME SAVERS OF AMERICA, from Roberto R. and Rosa R.
15 On May 8, 2013, Respondents charged and collected an advance fee of \$1,250 for said services
16 by way of a check number 1505 made payable to HOME SAVERS OF AMERICA, from
17 Roberto R. and Rosa R. On May 8, 2013, Respondents charged and collected an advance fee of
18 \$1,250 for said services by way of a check number 1506 made payable to HOME SAVERS OF
19 AMERICA, from Roberto R. and Rosa R. Borrowers Roberto R. and Rosa R paid a total of
20 \$10,000 in advance fees to Respondents for services in connection with loans secured by liens on
21 real property. Respondents failed to provide proof of any services that were actually completed
22 on behalf of borrowers Roberto R. and Rosa R with respect to the Gamma properties.

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1 CONCLUSIONS OF LAW

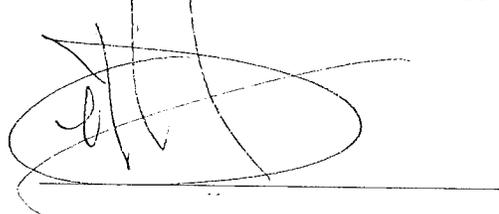
2 Based on the information contained in Paragraphs 1 through 8, above, HOME SAVERS
3 OF AMERICA, INC., AMER KHATIB, SHEILA KHATIB, ELIZABETH GALABI, PILAR
4 MUÑOZ, and MARISELA OCHOA violated Code Section 10130 by engaging in activities
5 requiring a real estate license without first obtaining a broker license from the Bureau and Code
6 Section 10085.5 for demanding, collecting, receiving or contracting for advance fees from
7 borrowers for services in connection with loans secured directly or collaterally by a lien on real
8 property.

9 DESIST AND REFRAIN ORDER

10 Based upon the FINDINGS OF FACT and CONCLUSIONS OF LAW stated herein, IT
11 IS HEREBY ORDERED THAT HOME SAVERS OF AMERICA, INC., AMER KHATIB,
12 SHEILA KHATIB, ELIZABETH GALABI, PILAR MUÑOZ, and MARISELA OCHOA,
13 whether doing business under their names or any other fictitious business name, immediately
14 desist and refrain from performing any acts within the State of California for which a real estate
15 broker license is required, unless they are so licensed.

16 DATED: April 8, 2014.

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18 REAL ESTATE COMMISSIONER

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22 **By: JEFFREY MASON**
23 **Chief Deputy Commissioner**

1 **Notice:** Business and Professions Code Section 10139 provides that “[A]ny person acting as a
2 real estate broker or real estate salesperson without a license or who advertises using words
3 indicating that he or she is a real estate broker without being so licensed shall be guilty of a
4 public offense punishable by a fine not exceeding twenty thousand dollars (\$20,000), or by
imprisonment in the county jail for a term not to exceed six months, or by both fine and
imprisonment; or if a corporation, be punished by a fine not exceeding sixty thousand dollars
(\$60,000).”

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19 cc: Home Savers of America, Inc., Amer Khatib, Sheila Khatib, Elizabeth Galabi, Pilar Muñoz,
and Marisela Ochoa
20 c/o Amer Khatib
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21 Orange, CA 92867

22 3330 Harbor Blvd., Ste. #201
23 Costa Mesa, CA 92626-1549
24