

FILED

OCT 23 2012

DEPARTMENT OF REAL ESTATE
BY: James B. Wilson

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)	No. H-37521 LA
)	
<u>NORTH AMERICAN ACCEPTANCE CORPORATION,</u>)	
formerly dba North American Relief and)	
GREGORY SOVEREL MOORE, individually,)	
and formerly as designated officer of)	
North American Acceptance Corporation,)	
)	
<u>Respondents.</u>)	

DECISION

This Decision is being issued in accordance with the provisions of Section 11520 of the Government Code, on evidence of compliance with Section 11505 of the Government Code and pursuant to the Order of Default filed on August 27, 2012 and the findings of fact set forth herein are based on one or more of the following: (1) Respondent's express admissions; (2) affidavits; and (3) other evidence.

FINDINGS OF FACT

1.

On September 13, 2011, Robin Trujillo made the Accusation in her official capacity as a Deputy Real Estate Commissioner of the State of California. The Accusation, Statement to Respondent, and Notice of Defense were mailed by certified mail, return receipt requested, and by regular mail to NORTH AMERICAN ACCEPTANCE CORPORATION's ("NAAC") last known mailing address on file with the Department on September 13, 2012. The mailings were returned to sender by the postal service no forwarding address.

On August 27, 2012, no Notice of Defense having been filed herein within the time prescribed by Section 11506 of the Government Code, NAAC's default was entered herein.

2.

NAAC is presently licensed and/or has license rights under the Real Estate Law, Part 1 of Division 4 of the California Business and Professions Code ("Code") as a corporate real estate broker. NAAC's corporate real estate broker license was initially issued on January 27, 2009.

3.

At all times material herein, Respondent NAAC was engaged in the business of, acted in the capacity of, advertised or assumed to act as a real estate broker in the State of California, within the meaning of Code Sections 10131(d) and 10131.2, including soliciting borrowers, negotiating loans or performing services for borrowers and collecting or contracting for the collection of an advance fee, within the meaning of Code Section 10026.

4.

De Alcala Transaction

In or about December 2008, Angela De Alcala ("De Alcala") received a solicitation from NAR, offering to negotiate a modification of the loan on De Alcala's property located at 37832 Queensboro Ct., Palmdale, CA. On December 29, 2008, De Alcala entered into a Consulting Agreement with NAR in which NAR offered to negotiate a loan modification in exchange for an advance fee of \$2,995 from De Alcala. Among the terms of the Consulting Agreement was a "100% Money Back Guarantee" if NAR failed to accomplish a modification of the loan. De Alcala submitted the advance fee to NAR on December 29, 2008. As of November 18, 2009, Angela De Alcala had received neither a loan modification, nor a refund of her advance fees from NAR.

5.

Valles Transaction

In or about January, 2009, Jose Valles ("Valles") received a solicitation from NAR, offering to negotiate a modification of the loan on Valles's property located at 4424 Cinderwood Court, North Las Vegas, Nevada. On January 13, 2009, Valles entered into a Consulting Agreement with NAR in which NAR offered to negotiate a loan modification in exchange for an advance fee of \$2,995 from Valles. Among the terms of the Consulting Agreement was a "100% Money Back Guarantee" if NAR failed to accomplish a modification of the loan. Valles

submitted \$1,500 in advance fees to NAR on January 16, 2009 and \$1,495 on January 30, 2009. As of February 16, 2010, Valles had received neither a loan modification, nor a refund of his advance fees from NAR.

6.

Nichols Transaction

In or about February 2009, Norman Nichols ("Nichols") received a solicitation from NAR, offering loan modification services. On March 2, 2009 Nichols submitted \$1,500 in advance fees and on March 6, 2009, Nichols submitted advance fees of \$1,495 to NAR for a loan modification on his property located at 12091 Highway 503, Newton, Mississippi.

7.

Sarmiento Transaction

On or about March 12, 2009, Arnel Sarmiento ("Sarmiento") entered into a Consulting Agreement with NAR in which NAR offered to negotiate a loan modification for Sarmiento's property located at 1989 Thunder Ridge Circle, Henderson, Nevada, in exchange for an advance fee of \$2,995 from Sarmiento. On or about March 12, 2009, Sarmiento entered into another Consulting Agreement with NAR in which NAR offered to negotiate a loan modification for Sarmiento's property located at 2097 Buckeye Reef Street, Henderson, Nevada, in exchange for an advance fee of \$2,995 from Sarmiento. Among the terms of both Consulting Agreements was a "100% Money Back Guarantee" if NAR failed to accomplish a modification of the loan. Sarmiento submitted advance fees of \$5,990 to NAR on March 12, 2009. As of November 18, 2009, Sarmiento had not received a loan modification or a refund of his advance fees from NAR.

8.

Macfarlane Transaction

In or about March 2009, Helen Lee Macfarlane ("Macfarlane") received a solicitation from NAR, offering loan modification services. Between March 30, 2009 and May 1, 2009 Macfarlane submitted \$11,980 in advance fees to NAR for modifications on 4 loans secured by real property. As of March 8, 2010, Macfarlane had received neither a loan modification, nor a refund of her advance fees from NAR.

9.

Hawes Transaction

In or about April 2009, George Edward Hawes ("Hawes") received a solicitation from NAR, offering loan modification services. On or about April 28, 2009, Hawes entered into a Consulting Agreement with NAR in which NAR offered to negotiate a loan modification for Hawes' property located at 1941 Piperpoint #2035, Gilbert Arizona, in exchange for an advance fee of \$2,995 from Hawes. On or about April 28, 2009, Hawes entered into another Consulting Agreement with NAR in which NAR offered to

negotiate a loan modification for Hawes' property located at 1941 Piperpoint #2031, Gilbert Arizona, in exchange for an advance fee of \$2,995 from Hawes. Among the terms of both Consulting Agreements was a "100% Money Back Guarantee" if NAR failed to accomplish a modification of the loan. Hawes submitted advance fees of \$2,995 to NAR on April 29, 2009, and again on May 1, 2009. As of November 9, 2010, Hawes had not received a loan modification or a refund of his advance fees from NAR.

10.

Vogler Transaction

In or about May 2009, Brian Vogler("Vogler") entered into an agreement with NAR in which NAR offered to negotiate a loan modification for Vogler's property located at 112 Oak Shores Drive, Niceville, FL, in exchange for an advance fee of \$2,995. Among the terms of the agreement was a "100% Money Back Guarantee" if NAR failed to accomplish a modification of the loan. Vogler submitted advance fees of \$1,500 to NAR on May 15, 2009 and \$1,495 on May 29, 2009. As of January 26, 2010, Vogler had not received a loan modification or a refund of his advance fees from NAR.

11.

Sonco Transaction

On or about July 10, 2009, Roberto Carlos Sonca ("Sonca") entered into a Consulting Agreement with NAR in which NAR offered to negotiate a loan modification for Sonca's property located at 621 N. 5th Street, Newark, NJ, in exchange for an advance fee of \$2,995. Among the terms of the Consulting Agreement was a "100% Money Back Guarantee" if NAR failed to accomplish a modification of the loan. Sonca submitted an advance fee of \$2,995 to NAR on July 10, 2009. As of December 8, 2010, Sarmiento had not received a loan modification or a refund of his advance fees from NAR.

DETERMINATION OF ISSUES

1.

The agreements described in Findings 4 through 11 above, constitute advance fee agreements within the meaning of Code Section 10026. On March 23, 2009, NAAC submitted an advance fee agreement for review by the Real Estate Commissioner. However, the advance fee agreements described in Findings 4 through 7 predated the agreement submitted to the Real Estate Commissioner. All of the advance fee agreements described in Findings 4 through 11 contained substantially different terms than the agreement submitted to the commissioner. Therefore, NAAC failed to submit the advance fee agreements described in Findings 4 through 11 above to the Commissioner ten days before using them, in violation of Code Section 10085 and Section 2970

of Title 10, California Code of Regulations ("Regulations").

2.

NAAC failed to submit the advance fee agreements described above to the Commissioner ten days before using them, in violation of Code Section 10085 and Regulation 2970. Said conduct, acts and/or omissions of Respondent NAAC constitutes cause to suspend or revoke the licenses and license rights of NAAC pursuant to Code Sections 10177(d) and 10177(g).

3.

The conduct, acts and/or omissions of Respondent NAAC, as set forth above, constitutes substantial misrepresentation and false promises of a character likely to induce, thus providing cause for the suspension or revocation of the licenses and license rights of NAAC pursuant to Code Sections 10176(a), 10176(b) and 10176(i).

4.

The loan modification agreements described in paragraphs 4 and 5 above used the fictitious business name of "North American Relief" when NAAC not did have that fictitious business name licensed with the Department, in violation of Code Section 10159.5 and Regulation 2731. This provides cause for the suspension or revocation of the licenses and license rights of NAAC pursuant to Code Sections 10177(d) and 10177(g).

5.

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

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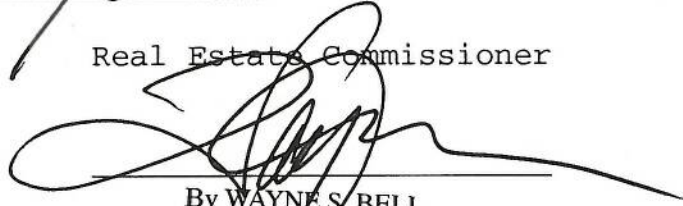
ORDER

All licenses and license rights of NORTH AMERICAN ACCEPTANCE CORPORATION under the provisions of Part I of Division 4 of the Business and Professions Code are revoked.

This Decision shall become effective at 12 o'clock noon on NOV 13 2012.

DATED: 9/10 / 2010.

Real Estate Commissioner



By WAYNE S. BELL
Chief Counsel

1 Department of Real Estate
320 West Fourth Street, Suite 350
2 Los Angeles, CA 90013

FILED

3 (213) 576-6982

AUG 27 2012

DEPARTMENT OF REAL ESTATE
BY: *Russell L. Valencia*

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BEFORE THE DEPARTMENT OF REAL ESTATE

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STATE OF CALIFORNIA

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In the Matter of the Accusation of)

No. H-37521 LA

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NORTH AMERICAN ACCEPTANCE)

DEFAULT ORDER

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CORPORATION, formerly dba North)

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American Relief and GREGORY SOVEREL)

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MOORE, individually, and formerly as)

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designated officer of North American)

Acceptance Corporation,)

Respondents.)

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Respondent NORTH AMERICAN ACCEPTANCE CORPORATION,

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having failed to file a Notice of Defense within the time

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required by Section 11506 of the Government Code, is now in

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default. It is, therefore, ordered that a default be entered

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on the record in this matter.

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IT IS SO ORDERED

August 27, 2012

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Real Estate Commissioner

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By:

Dolores Weeks

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DOLORES WEEKS

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Regional Manager